

**October 21, 2019 7:00 pm**  
**JONES COUNTY BOARD OF COMMISSIONERS**  
**REGULAR MEETING**  
**JONES COUNTY AGRICULTURAL BUILDING, 110 MARKET STREET**  
**TRENTON, NC 28585**  
**MINUTES**

**COMMISSIONERS PRESENT:**

Mike Haddock, Chairman  
Frank Emory, Vice-Chairman  
Sondra Ipock-Riggs, Commissioner  
James Harper, Commissioner  
April Aycock, Commissioner  
Charlie Dunn, Jr., Commissioner  
Charlie Gray, Commissioner

**OFFICIALS PRESENT:**

Franky J. Howard, County Manager  
Brenda Reece, Finance Officer  
Angelica Hall, Clerk  
Dave Baxter, County Attorney  
Timmy Pike, EM Director  
Ryan Mills, EM Coordinator  
Wesley Smith, Health Director  
Diana Craft, Health Educator  
Jessica Adams, Interim DSS Director  
Wanda Scott, Lead Child Support Agent

**COMMISSIONERS ABSENT:**

The Chairperson called the meeting to order and Commissioner James Harper gave the invocation. **MOTION** was made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner Frank Emory and unanimously carried **THAT** the agenda be **APPROVED** as presented.

**MOTION** made by Commissioner Frank Emory seconded by Commissioner Sondra Ipock-Riggs and unanimously carried **THAT** the minutes for the Regular Meeting on September 16, 2019 and October 7, 2019 be **APPROVED** as presented.

**PUBLIC COMMENT PERIOD:**

None

**1. RECOGNITION OF WANDA SCOTT, LEAD CHILD SUPPORT AGENT**

Ms. Jessica Adams, Interim Director, introduced Ms. Wanda Scott, Lead Child Support Agent to the Board. Mrs. Adams informed the Board that Ms. Scott was present to be recognized and honored by the Board of Commissioners for her extraordinary commitment and achievements during fiscal year 2019. Mrs. Adams informed the Board that Ms. Scott attended the North Carolina Child Support Conference where she was recognized for Achieving the Largest Increase in Self-Assessment for Establishment and Interstate, she was an employee of the year nominee and received a bronze medal for Outstanding Achievement in Overall Improvement of Self-Assessment Measures.

**2. ADDITIONAL RECEIPT OF GRANT FUNDS FROM EASTERN CAROLINA COUNCIL OF GOVERNMENT**

Mrs. Jessica Adams, Interim Director, presented the board with a request to amend the FY20 budget to account for additional anticipated grant funds to be received from the Eastern Carolina Council of Government. The anticipated amount from the initial budget was \$2,581.00 for Senior Center General Purpose funding but that has been changed to \$4,699.00. **MOTION** made by Commissioner April Aycock, seconded by Commissioner Frank Emory, and unanimously carried **THAT** the request to amend the Budget to receive the \$4699.00 grant funds be **APPROVED** as presented. A copy of the Contract Amendment is marked **EXHIBIT A** and is hereby incorporated and made a part of the minutes.

### **3. PROFESSIONAL SERVICES AGREEMENT BETWEEN JCHD AND COUNTY OF JONES**

Mr. Wesley Smith, Health Director, presented the Board with a Professional Services Agreement between JCHD and County of Jones. Mr. Smith informed the Board that Jones County Health Department (JCHD) is requesting approval to enter into a Professional Services Agreement with the County of Jones. The intent of the agreement is to authorize JCHD to provide routine employment physical examinations, including urine drug tests, to potential and existing employees of the Jones County Sheriff's Office, as well as provide urine drug tests to potential and existing employees of the County of Jones, in accordance with the Jones County Personnel Policy. The term of the agreement is for a period of one year, and can be automatically renewed for successive one-year terms. This agreement is required for the Health Department to offer services to County employees at a rate that is different from services provided to other Health Department clients. **MOTION** made by Commissioner Charlie Dunn Jr., seconded by Commissioner April Aycock, and unanimously carried **THAT** the agreement be **APPROVED** as presented. A copy of the agreement information is marked **EXHIBIT B** and is hereby incorporated and made a part of the minutes.

### **4. ADDITIONAL RECEIPT OF FAMILY PLANNING FUNDING**

Mr. Wesley Smith, Health Director, presented the Board with a request to receive additional funds from the NC Division of Public Health, Women's and Children's Health Section. Mr. Smith explained that based on an increase in Title X funds to the North Carolina Statewide Family Planning Program for FY 2019-20, Jones County Health Department has been awarded additional Family Planning Title X funds in the amount of \$10,013.00. The additional funds will be used to purchase equipment and supplies to be used in the Family Planning Clinic, as well as incentives and advertising to promote Family Planning services. Mr. Smith explained that before the Health Department can receive the additional funds, the Board of Commissioners must approve receipt of the funds and the subsequent increase in the Health Department's budget for FY 2019-20. **MOTION** made by Commissioner Charlie Dunn, Jr., seconded by Commissioner April Aycock, and unanimously carried **THAT** the additional funds in the amount of \$10,013.00 be **APPROVED** as presented. A copy of the Agreement Addendum is marked **EXHIBIT C** and is hereby incorporated and made a part of the minutes.

### **5. EDUCATION TRAINING AGREEMENT BETWEEN MOUNTAIN AREA HEALTH CENTER AND JCHD**

Mr. Wesley Smith, Health Director, presented the Board with an Education Training Agreement for approval. Mr. Smith informed the Board that Jones County Health Department will be actively participating in a Learning Collaborative comprised of multiple Jones County agencies to increase education about Adverse Childhood Experiences (ACEs). The Health Department has agreed to serve as Fiscal Agent for the Learning Collaborative, which will provide \$20,000 in funding over a two year period from Blue Cross Blue Shield of North Carolina Healthy Blue through an agreement with Mountain Area Health Education Center, Inc. (MAHEC). Mr. Smith informed the Board that before the Health Department can receive year one of the funds, the Board of Commissioners must approve receipt of the funds and the subsequent increase in the Health Department's budget for FY 2019-20. **MOTION** made by Commissioner Frank Emory, seconded by Commissioner April Aycock, and unanimously carried **THAT** the agreement be **APPROVED** as presented. A copy of the agreement is marked **EXHIBIT D** and is hereby incorporated and made a part of the minutes.

#### **6. DUKE ENERGY RESOLUTION**

Mrs. Ryan Mills, EM Coordinator, presented the Board with the Duke Energy Resolution for approval. Mrs. Mills explained that the grant would assist with training, lodging and equipment for the start of the Jones County Swift Water Rescue Team. **MOTION** made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner Frank Emory, and unanimously carried **THAT** the resolution be **APPROVED** as presented. A copy of the resolution is marked **EXHIBIT E** and is hereby incorporated and made a part of the minutes.

#### **7. BUDGET AMENDMENT #8- #9**

Mrs. Brenda Reece, Finance Officer, presented the Board with Budget Amendments #8- #9 for approval. Mrs. Reece explained that Budget Amendment #8, Line 1 is to add the additional funding for the Family Planning Title X Program from the NC Division of Public Health to the budget. These funds will be used to purchase equipment and supplies to be used in the Family Planning Clinic. Line 2 is to add the additional funding for our Senior Center in the General Purpose funding program to the budget. Line 3 is to add additional funding for the Health Dept, who will be the fiscal agent for the ACE's Learning Collaborative. Mrs. Reece explained that Budget Amendment #9 is to add additional funding to the budget for the Duke Energy Grant to purchase equipment and training for the Swift Water Rescue team in Jones County. **MOTION** made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner April Aycock, and unanimously carried **THAT** Budget Amendments #8 and #9 be **APPROVED** as presented. A copy of the amendments is marked **EXHIBIT F** and is hereby incorporated and made a part of the minutes.

#### **8. CLERK OF COURT'S OFFICE REFRIGERATOR CAPITAL REQUEST- FACILITY FEES**

Mr. Franky Howard, County Manager, presented the Board with a Capital Request for approval. Mr. Howard explained that the Capital request was for a refrigerator for the Clerk's Office. This will be charged to Facility Fees. **MOTION** made by Commissioner

Sondra Ipock-Riggs, seconded by Commissioner James Harper, and unanimously carried **THAT** the Capital Request be **APPROVED** as presented.

**9. JONES COUNTY RECREATION AND ECONOMIC DEVELOPMENT- CAPITAL REQUEST LAPTOPS**

Mr. Franky Howard, County Manager, presented the Board with a Capital Request for approval. Mr. Howard explained that the Capital request was for two laptops, one for the Recreation Department and the other was for Economic Development. Mr. Howard informed the Board that the laptops are \$385/each on Amazon plus \$232/each for the Microsoft Office Suite. **MOTION** made by Commissioner Frank Emory, seconded by Commissioner April Aycock, and unanimously carried **THAT** the capital request be **APPROVED** as presented. A copy of the quotes is marked **EXHIBIT G** and is hereby incorporated and made a part of the minutes.

**10. TAX COLLECTION REPORT**

Mr. Franky Howard, County Manager, presented the Board with the Tax Collection Report. This item is Information Only. A copy of the report is marked **EXHIBIT H** and is hereby incorporated and made a part of the minutes.

**11. SERVELINE/WATER LEAK PROGRAM**

Mr. Franky Howard, County Manager, presented the Board with the information on Serveline/Water Leak Program. This item was discussed at the Board workshop on October 24, 2019 and the Board requested additional information on how much the county leak adjustments were for the previous year. After reviewing the requested information, the Board agreed that they were not interested in the service for the citizens of Jones County.

**12. RECREATION COMMITTEE**

Mr. Franky Howard, County Manager, spoke with the Board about the formation of an officially appointed Recreation Committee. Mr. Howard explained that during the Board workshop on October 14, 2019 it was suggested that the committee needed to be at 5-7 members with one County Commissioner, one Board of Education member and one member from the Town of Maysville. The Board was in favor of moving forward with the formation of the committee.

**13. CLOSED SESSION UNDER NCGS 143.318.11(a)(3)**

**MOTION** made by Commissioner Frank Emory, seconded by Commissioner Frank Emory, and unanimously carried **THAT** the meeting go into **CLOSED** session pursuant to NCGS 143.318.11(a)(3), attorney/client matters.

**MOTION** was made by Commissioner Frank Emory and seconded by Commissioner James Harper, and unanimously carried to go out Closed Session

**COUNTY MANAGER'S REPORT**

None

## **COMMISSIONER'S REPORTS**


*Commissioner Sondra Ipock-Riggs* requested an update on the installation of the fire hydrants.

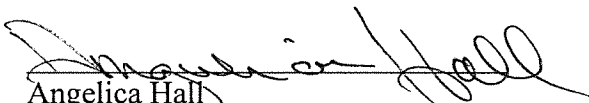
*Commissioner April Aycock* requested information on the next step for individuals that have received FEMA buyout letters.

## **PUBLIC COMMENT**

None

**MOTION** made by Commissioner Charlie Gray, seconded by Commissioner James Harper and unanimously carried **THAT** the meeting be **ADJOURNED** at 7:48 p.m.

  
\_\_\_\_\_  
Mike Haddock  
Chairman

  
\_\_\_\_\_  
Angelica Hall  
Clerk to the Board

## EXHIBIT A

Vendor: Jones County Department of Social Services

Contract # 1920-5  
Amendment # 2

**EASTERN CAROLINA COUNCIL OF GOVERNMENT  
CONTRACT FOR AGING SERVICES  
PROVIDED THROUGH THE OLDER AMERICANS ACT AND  
STATE APPROPRIATED FUNDS FROM  
THE NORTH CAROLINA DIVISION OF AGING**

### **Contract Amendment**

#### SECTION I

Agency: Jones County Department of Social Services  
Program: Senior Center General Purpose Funds  
Effective Period of the Contract: July 1, 2019 – June 30, 2020

This Contract Amendment amends the contract between Eastern Carolina Council (ECC) and Jones County Department of Social Services (referred to collectively as the "Parties"). As provided for under the terms of the contract, the Parties agree to amend the provision(s) indicated in Section II below.

#### SECTION II

Senior Center General Purpose Scope of Service:

- JCDSS will provide fruit bags at Christmas to seniors who participate in senior center programming.
- JCDSS would like to enter into a contract to provide additional physical activity arrangements for the seniors on a weekly basis.
- JCDSS would like to provide additional opportunities for activities such as trips to museums, nature parks, and concerts that may be held in or outside the county.

#### Budget

Budget Category	Senior Center General Purpose
Salary & fringe benefits	
Supplies	\$1,000
Operating Costs	\$3,500
Equipment	\$199
Capital Outlay	
<b>Total Expenses (including match)</b>	<b>\$4,699</b>

SECTION III

All other terms and conditions set forth in the original contract shall remain in effect for the duration of the contract. The contract specified above is amended by this Contract Amendment effective July 1, 2019.

Contractor.

Jessica Adams  
Signature

Jessica Adams  
Printed Name

Brenda C. Reece  
Signature of Finance Officer

Brenda C. Reece  
Printed Name

10/14/19  
Date

Interim Director  
Title

10/15/19  
Date

Finance Officer  
Title

**Eastern Carolina Council**

\_\_\_\_\_  
Signature

Katie Bordeaux  
Printed Name

\_\_\_\_\_  
Date

ECC Executive Director  
Title

\_\_\_\_\_  
Signature

David Rosado  
Printed Name

\_\_\_\_\_  
Date

Area Agency on Aging Director  
Title

This agreement has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Signature of ECC Finance Director

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**EASTERN CAROLINA COUNCIL OF GOVERNMENT  
CONTRACT FOR AGING SERVICES  
PROVIDED THROUGH THE OLDER AMERICANS ACT AND  
STATE APPROPRIATED FUNDS FROM  
THE NORTH CAROLINA DIVISION OF AGING AND ADULT SERVICES**

This contract is hereby entered into by and between the Eastern Carolina Council of Government (ECC) and Jones County Department of Social Services (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 56-6000312.

**1. Contract Documents:**

This Contract consists of the following documents:

- A. This contract
- B. The General Terms and Conditions (Attachment A)
- C. The Scope of Work, description of services, and rate (Attachment B)
- D. Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- E. Conflict of Interest (Attachment D)
- F. Federal Certification Regarding Lobbying (Attachment E)
- G. Federal Certification Regarding Debarment (Attachment F)
- H. Certain Reporting and Auditing Requirements (Attachment G)
- I. State Certification (Attachment H)
- J. Certificate of Eligibility (Attachment I)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

**2. Precedence among Contract Documents:**

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

**3. Effective Period:**

This contract shall be effective on July 1, 2019 and shall terminate on June 30, 2020.

**4. Contractor's Duties:**

The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

**5. Eastern Carolina Council:**

Funding Source	CDDA#	Federal funds	State Funds	Local Match	Total Grant Award
IIID-Health Promotion/Disease Prevention	93.071	\$1575		\$175	\$1750



**6. Reversion of Funds:**

Any unexpended grant funds shall revert to ECC upon termination of this contract.

**7. Reporting Requirements:**

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

**8. Payment Provisions:**

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

**9. Contract Administrators:**

All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

**For ECC:**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
David Rosado, Director Area Agency on Aging Eastern Carolina Council PO Box 1717 New Bern, NC 28563	David Rosado, Director Area Agency on Aging Eastern Carolina Council 233 Middle St, Suite 300 New Bern, NC 28560  Email: drosado@eccog.org Telephone: (252) 638-3185 Fax: (252) 638-3187

**For the Contractor:**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Chris Harper, Director Department of Social Services 418 NC HWY 58 N., Unit D Trenton, NC 28585	Chris Harper, Director Department of Social Services 418 NC HWY 58 N., Unit D Trenton, NC 28585  Email: charper@jonescountync.gov Telephone: 252-448-2581 Fax: 252-448-5651

**10. Supplementation of Expenditure of Public Funds:**

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

**11. Disbursements:**

As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- A. Implement adequate internal controls over disbursements;
- B. Pre-audit all vouchers presented for payment to determine:
  - (1) Validity and accuracy of payment
  - (2) Payment due date
  - (3) Adequacy of documentation supporting payment
  - (4) Legality of disbursement
- C. Assure adequate control of signature stamps/plates;
- D. Assure adequate control of negotiable instruments; and
- E. Implement procedures to insure that account balance is solvent and reconcile the account monthly.

**12. Outsourcing to Other Entities:**

The Contractor certifies that it has identified to ECC all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to ECC.


**13. Federal Certifications:**

Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

**14. Signature Warranty:**

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. The Contractor and ECC have executed this contract in duplicate originals, with one original being retained by each party.

**CONTRACTOR**



Signature

Chris Harper

Printed Name

Brenda C Reece

Signature of Finance Officer

Brenda C Reece

Printed Name

Director

Title

7-3-19

Date

Finance Officer

Title

7/3/19

Date

**EASTERN CAROLINA COUNCIL OF GOVERNMENT**

Katie S. Berdeaux

ECC Executive Director Signature

(must be legally authorized to sign contracts for ECC).

Katie S. Berdeaux

Printed Name



Area Agency on Aging Director Signature

David Rosado

Printed Name

7/9/19

Date

7/8/19

Date

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Jennifer Miller

Signature of ECC Finance Director

Jennifer Miller

Printed Name

7-11-19

Date

Attachment A

**General Terms and Conditions  
Relationships of the Parties**

**Independent Contractor:** The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with ECC.

**Subcontracting:** Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. ECC shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

**Assignment:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted.

**Beneficiaries:** Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to ECC and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of ECC and Contractor that any such person or entity, other than ECC or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

**Indemnity and Insurance**

**Indemnification:** The Contractor agrees to indemnify and hold harmless ECC and any of their officers, agents and employees, from any claims of third parties arising out of or any act or omission of the

Contractor in connection with the performance of this contract.

**Insurance:** During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- (a) **Worker's Compensation** - The contractor shall maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- (b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile Liability Insurance:** The Contractor shall maintain automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
  - (a) owned by the Contractor and used in the performance of this contract;
  - (b) hired by the Contractor and used in the performance of this contract; and
  - (c) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle -- owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

- (d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
- (f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). ECC shall be the sole judge of whether such a waiver should be granted.
- (g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). ECC shall be the sole judge of whether such a waiver should be granted.
- (h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
- (i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
- (j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
- (k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
- (l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to ECC before the Contractor begins work under this contract.

Transportation of Clients by Contractor:  
The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

### Default and Termination

**Termination Without Cause:** ECC may terminate this contract without cause by giving 30 days written notice to the Contractor.

**Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, ECC shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of ECC, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to ECC for damages sustained by ECC by virtue of the Contractor's breach of this agreement, and ECC may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due ECC from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, ECC may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

**Waiver of Default:** Waiver by ECC of any default or breach in compliance with the terms of this contract by the Provider shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of ECC and the Contractor and attached to the contract.

**Availability of Funds:** The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to ECC.

**Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long

as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

### **Intellectual Property Rights**

**Copyrights and Ownership of Deliverables:** All deliverable items produced pursuant to this contract are the exclusive property of ECC. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

**Federal Intellectual Property Bankruptcy Protection Act:** The Parties agree that ECC shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

### **Compliance with Applicable Laws**

**Compliance with Laws:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

**Title VI, Civil Rights Compliance:** In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

**Equal Employment Opportunity:** The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

**Health Insurance Portability and Accountability Act (HIPAA):** The Contractor agrees that, if ECC determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as ECC may require to ensure compliance.

(a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

(b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to ECC Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

(c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

**Trafficking Victims Protection Act of 2000:** The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

**Executive Order # 24:** It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

### **Confidentiality**

**Confidentiality:** Any information, data, instruments, documents, studies or reports given to

or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of ECC. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

### **Oversight**

**Access to Persons and Records:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7.

**Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

### **Warranties and Certifications**

**Date and Time Warranty:** The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations.

This warranty shall survive the termination or expiration of this contract.

**Certification Regarding Collection of Taxes:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

### **E-Verify**

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)

### **Miscellaneous**

**Choice of Law:** The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be in the County in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be in the County where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Amendment:** This contract may not be amended orally or by performance. Any amendment must be

Vendor: Jones County Department of Social Services

Contract # 1920-5

made in written form and executed by duly authorized representatives of ECC and the Contractor.

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

**Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

**Time of the Essence:** Time is of the essence in the performance of this contract.

**Care of Property:** The Contractor agrees that it shall be responsible for the proper custody and care

of any property furnished to it for use in connection with the performance of this contract and will reimburse ECC for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact ECC for instructions as to the disposition of such property and shall comply with these instructions.

**Travel Expenses:** Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the IRS rates established.

**Sales/Use Tax Refunds:** If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.



Attachment B

**Explanation of Services and Budget  
Federal Tax Id. 56-6000312**

**A. CONTRACTOR INFORMATION**

1. Contractor Agency Name: Jones County Department of Social Services
2. *If different* from Contract Administrator Information in General Contract:  
Address

Telephone Number:              Fax Number:              Email:

3. Name of Program (s):    MIPPA

4. Status:            ☒ Public            ☐ Private, Not for Profit            ☐ Private, For Profit

5. Contractor's Financial Reporting Year    July 1, 2019 – June 30, 2020

**B. SCOPE OF SERVICE**

*(Please provide a detailed explanation about how your agency will utilize allocations for each funding source)*

- 1 Tai Chi class
- 2 Matter of Balance classes
- CDSMP Training for 1 person

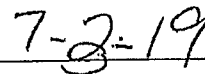
## C. Budget:

Budget Category	Legal	Health Promotion/ Disease Prevention	Family Caregiver	Senior Center General Purpose	MIPPA
Personnel (Name & % allocated)		\$1000.00			
Fringe Benefits (Itemize) Social Security Retirement Workers Comp Insurance					
Travel (Itemize)		\$50.00			
Supplies/Materials		\$300.00			
Contractor Fees					
Operation Expense					
Other Expenses					
MIPPA – advertising					
EBHP Leader Training		\$400.00			
Participant Recruitment					
<b>Total Expenses</b>		<b>\$1750.00</b>			

Additional Comments:



Signature of Signature of Contractor



Date

Attachment C

Eastern Carolina Council of Government

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
AND CERTIFICATION REGARDING NONDISCRIMINATION**

- I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:
- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - B. Establishing a drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The Contractor's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);
  - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  - E. Notifying ECC within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;
  - F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
    - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

Vendor: Jones County Department of Social Services

Contract # 1920-5

II. The site(s) for the performance of work done in connection with the specific agreement are listed below:

Jones County Department of Social Services  
418 NC HWY 58 N., Unit D  
Trenton, NC 28585

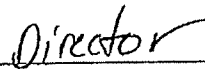
Contractor will inform ECC of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment  
45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.

#### Certification Regarding Nondiscrimination

The Vendor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Title

Jones Co. DSS.  
\_\_\_\_\_  
Agency/Organization

7-3-19  
\_\_\_\_\_  
Date

(Certification signature should be same as Contract signature.)

## Attachment D

**Conflict of Interest Policy**

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

**D. Duty to Disclosure --** Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

**E. Board Action --** When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

**F. Violations of the Conflicts of Interest Policy --** If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible

conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

**G. Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing boards or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

Jones Co. P.S.S.

Name of Organization

[Signature]

Signature of Organization Official

7-3-17

Date

Attachment E

**Eastern Carolina Council of Government – Area Agency on Aging**

**Certification Regarding Lobbying**  
**Certification for Contracts, Grants, Loans and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

**Paragraph A.**

1. Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
2. Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
3. Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;

4. Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
5. Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are excepted from the coverage of Paragraph A:  
**Paragraph B.**

1. Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.
2. Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.
3. Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.


**Paragraph C.**

1. When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).
2. Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.
3. Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.
4. Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.
5. Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.



**Paragraph D.**

Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.

 _____ Signature	<u>Director</u> _____ Title
<u>Jones Co. D.S.S.</u> _____ Agency/Organization	<u>7-3-19</u> _____ Date

(Certification signature should be same as Contract signature.)

Attachment F

Eastern Carolina Council of Government

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available

Vendor: Jones County Department of Social Services

Contract # 1920-5

to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



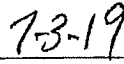
Signature



Title



Agency/Organization



Date

(Certification signature should be same as Contract signature.)

Attachment G

**Notice of Certain Reporting and Audit Requirements**

Grantee shall comply with all rules and reporting requirements established by statute or administrative rules. All reports must be submitted to the addresses below.

The applicable prescribed requirements are found in North Carolina General Statute 143C-6-22 & 23 entitled "Use of State Funds by Non-State Entities" and Implementation of Required Rules, 09 NCAC 03M .0102 -0802, North Carolina Administrative Code, issued September 2005.

The Contractor's fiscal year runs from July 1, 2019 to June 30, 2020.

G.S. 143C-6-23 requires every nongovernmental entity that receives State or Federal pass-through grant funds directly from a State agency to file annual reports on how those grant funds were used. There are 3 reporting levels which are determined by the total direct grant receipts from all State agencies in your fiscal year:

1. Level 1: Less than \$25,000
2. Level 2: At least \$25,000 but less than \$500,000
3. Level 3: \$500,000 or more

A grantee's reporting date is determined by its fiscal year end and the total funding received directly from all State agencies. For those grantees receiving less than \$500,000, the due date is 6 months from its fiscal year end. For those receiving \$500,000 or more, the due date is 9 months from its fiscal year end. In addition to the reports, grantees receiving \$500,000 or more must submit a yellow book audit in electronic or hard copy to the Office of the State Auditor and to all funding State agencies at the addresses below.

**All annual grantee reports required by GS 143C-6-23 must be completed online at www.NCGrants.gov.** The online reporting system will automatically place your organization on the Noncompliance list if your reports have not been completed in www.NCGrants.gov by your required due date.

To access the online grants reporting system go to www.NCGrants.gov and click on the LOGIN tab at the top of the page. You must have a NCID to access the online reporting system. To obtain a user manual or request assistance with the system please go to https://www.ncgrants.gov/NCGrants/Help.jsp. You can also email requests for assistance directly to NCGrants@osbm.nc.gov.

Once you have logged in you will see your "Grantee Summary / Data Entry Screen".

1. Your summary screen will identify your correct level of reporting, i.e., Level 1, 2 or 3, based on the State grant funds paid to your organization during your fiscal year.
2. The summary will show all the grants contained in the www.NCGrants.gov system that have been awarded to your organization. The program will automatically provide links to the reports that correspond to your reporting level, and only those reports, for each grant. Check to make sure that the grant(s) shown in the system correspond with what you show as having received from each agency for your fiscal year.
3. If you have questions, need help in resolving any differences between your records and online reporting system or need corrections to be made to the data you enter, send an e-mail to NCGrants@osbm.nc.gov to request help.

All grantees must file their required reports online at www.NCGrants.gov without exception.

### IMPORTANT NOTE FOR AUDITS

If you expend more than \$500,000 in Federal grant funds from all sources, then you must have an A-133 single audit performed. If you are at this level for federal reporting and you are required to file a yellow book audit with the State under G.S. 143C-6-23, then you may substitute the A-133 audit for the yellow book audit.

If you are required to have an A-133 audit performed and you receive any Federal grant funds passed through the North Carolina Department of Health and Human Services, you are required to file the A-133 audit with the North Carolina Department of Health and Human Service.

If you expend more than \$500,000 and you are required to file a yellow book audit with the State Auditor under G.S. 143C-6-23, then you are also required to file the yellow book audit with the North Carolina Department of Health and Human Service.

A planned enhancement to the system is the capability for the grantee to directly upload a pdf version of their audit directly into the online system where it will be accessible to both the funding agency/agencies and the Office of the State Auditor.

Please send the required audit to the following address:

Mail to:	DHHS Office of the Controller	Or direct delivery to:	1050 Umstead Drive
	Attention: Audit Resolution		Raleigh, NC 27606
	2019 Mail Service Center		
	Raleigh, NC 27699-2019		

### Equipment Purchased with Contract Funds:

Title to equipment costing in excess of \$500.00 acquired by the Contractor with funds from this contract shall vest in the Contractor, subject to the following conditions.

- A. The Contractor shall use the equipment in the project or program for which it was acquired as long as needed. When equipment is no longer needed for the original project or program or if operations are discontinued, or at the termination of this contract the Contractor shall contact the ECC for written instructions regarding disposition of equipment.
- B. With the prior written approval of ECC, the Contractor may use the equipment to be replaced as trade-in against replacement equipment or may sell said equipment and use the proceeds to offset the costs of replacement equipment.
- C. For equipment costing in excess of \$500.00, equipment controls and procedures shall include at a minimum the following:
  1. Detailed equipment records shall be maintained which accurately include the:
    - a. Description and location of the equipment, serial number, acquisition date/cost, useful life and depreciation rate;
    - b. Source/percentage of funding for purchase and restrictions as to use or disposition; and

- c. Disposition data, which includes date of disposal and sales price or method used to determine fair market value.
  2. Equipment shall be assigned a control number in the accounting records and shall be tagged individually with a permanent identification number.
  3. Biennially, a physical inventory of equipment shall be taken and results compared to accounting and fixed asset records. Any discrepancy shall immediately be brought to the attention of management and the governing board.
  4. A control system shall be in place to ensure adequate safeguards to prevent loss, damage, or theft of equipment and shall provide for full documentation and investigation of any loss or theft.
  5. Adequate maintenance procedures shall be implemented to ensure that equipment is maintained in good condition.
  6. Procedures shall be implemented which ensure that adequate insurance coverage is maintained on all equipment. A review of coverage amounts shall be conducted on a periodic basis, preferably at least annually.
- D. The Contractor shall ensure all subcontractors are notified of their responsibility to comply with the equipment conditions specified in this section.

## Attachment H

**State Certification**  
**Contractor Certifications Required by North Carolina Law Instructions**

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing.

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at:  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- The text of G.S. 105-164.8(b) can be found online at:  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- The text of G.S. 143-48.5 (S.L. 2013-418, s. 2.(d)) can be found online at:  
<http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>
- The text of G.S. 143-59.1 can be found online at:  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- The text of G.S. 143-59.2 can be found online at:  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- The text of G.S. 147-33.95(g) (S.L. 2013-418, s. 2. (e)) can be found online at:  
<http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>

**Certifications**

- (1) Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)

Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute §153A-99.1., which states in part as follows:

Counties Must Use E-Verify. - Each entity shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.

- (2) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
  - (b) [check one of the following boxes]

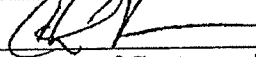
☒ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax

- ☐ haven country" as set forth in G.S. 143-59.1(c) (2) after December 31, 2001; or  
The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

- (3) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (4) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
  - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
  - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Jones Co. DSS.

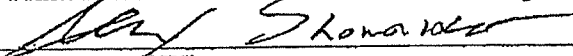
Contractor's Name



Signature of Contractor's Authorized Agent

Chris Harper

Printed Name of Contractor's Authorized Agent



Signature of Witness

Scott A. Showalter Jr

Printed Name of Witness

7-3-19

Date

Director

Title

Admin Officer

Title

7/3/19

Date

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.




## Attachment I

**CERTIFICATION OF ELIGIBILITY  
Under the Iran Divestment Act**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.*\* requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor:

By:  7-3-19  
Signature Date  
Chris Harper Director  
Printed Name Title

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address:  
<https://www.nctreasurer.com/Inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>  
and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at [Meryl.Murtagh@nctreasurer.com](mailto:Meryl.Murtagh@nctreasurer.com) or (919) 814-3852.

\* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.

## Attachment K

**Certification of the Availability of Required Non-Federal Match  
(Not applicable for Family Caregiver Support Program)**

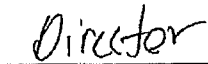
The following required match will be used to match the non-block grant(s) and will not be used to match any other federal or state funds during the contract period:

Name of Grant	Amount of Match	Cash or In-kind	Source of match
IIID- Evidence Based/Health Promotion	\$175.00	Cash	Jones County

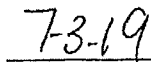
Note: Match, whether in-kind or cash, cannot be from another federal or state source.



(Authorized signature)



(Title)



(Date)

**EASTERN CAROLINA COUNCIL OF GOVERNMENT  
CONTRACT FOR AGING SERVICES  
PROVIDED THROUGH THE OLDER AMERICANS ACT AND  
STATE APPROPRIATED FUNDS FROM  
THE NORTH CAROLINA DIVISION OF AGING**

**Contract Amendment**

**SECTION I**

Agency: Jones County Department of Social Services  
Program: Family Caregiver Support Program  
Effective Period of the Contract: July 1, 2019 – June 30, 2020

This Contract Amendment amends the contract between Eastern Carolina Council (ECC) and Jones County Department of Social Services (referred to collectively as the "Parties"). As provided for under the terms of the contract, the Parties agree to amend the provision(s) indicated in Section II below.

**SECTION II**

Family Caregiver Support Program: Handyman/yard cleanup services, liquid nutrition, and incontinence supplies for individuals who meet the eligible criteria for funding.

**Budget**

Budget Category	Family Caregiver Support Program
Personnel	
Fringe Benefits	
Travel	
Supplies/Materials	\$1200
Contractor Fees	\$1859
Operating Expense	
Other	
Leader Training	
Participant Recruitment	
Total Expenses (including match)	\$3059

SECTION III

All other terms and conditions set forth in the original contract shall remain in effect for the duration of the contract. The contract specified above is amended by this Contract Amendment effective July 1, 2019.

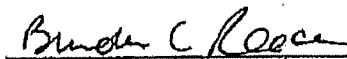
Contractor



Signature

Chris Harper

Printed Name



Signature of Finance Officer

Brenda C. Reece

Printed Name

7-25-19

Date

Director

Title

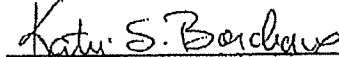
8/5/19

Date

Finance Officer

Title

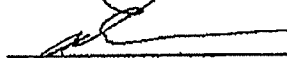
Eastern Carolina Council



Signature

Katie S. Bordeaux

Printed Name



Signature

David Rosado

Printed Name

Date

ECC Executive Director

Title

9/15/19

Date

Area Agency on Aging Director

Title

This agreement has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.



Signature of ECC Finance Director

Jennifer Miller

Printed Name

9-13-19

Date

NORTH CAROLINA

PROFESSIONAL SERVICES AGREEMENT

JONES COUNTY

EMPLOYMENT PHYSICAL EXAMINATIONS

THIS PROFESSIONAL SERVICES AGREEMENT is effective as of the Effective Date, by and between JONES COUNTY HEALTH DEPARTMENT, an agency existing under and by virtue of the laws of the State of North Carolina, specifically Sections 153A-77 and 130A-34(b) of the North Carolina General Statutes and JONES COUNTY, a body politic and corporate existing by virtue of the North Carolina General Statutes, Chapter 153A.

WITNESSETH:

Article 1

Definitions

Certain terms having specific definitions are used generally throughout this Agreement and these terms and definitions, unless the context clearly indicates to the contrary, are as set forth in this Article. The defined general terms appearing in this Article are set forth in the Agreement in the exact capitalized form as they appear between the quotation marks. When the same term is used in this Agreement with the meaning as assigned herein, it shall appear in the identical capitalized form. Otherwise, the meaning shall be as used in the context of the sentence in which it appears and not necessarily that as defined herein. The terms defined in this Article are used generally throughout the Agreement.

In addition to the defined terms appearing in this Article and used generally throughout the Agreement, some terms are specific to a particular paragraph or provision of the Agreement rather than appearing in general use. Such terms are embedded as capitalized terms within a particular paragraph or provision and the meaning shall be as set forth therein.

Some terms or phrases may be emphasized by being shown in **boldfaced type**. In emphasizing a term or phrase, the defined meaning is not altered. Emphasis is used solely for the purpose of drawing particular attention to the individual word or phrase in the context that it is being used.

The defined terms are:

1.1 **"Agreement"** means and refers to this Professional Services Agreement.

1.2 **"County"** means and refers to Jones County, North Carolina, a body politic and corporate of the State of North Carolina.

1.3 **"Effective Date"** means and refers to July 1, 2019.

1.4 **"Health Department"** means and refers to Jones County Health Department, a County agency existing under and by virtue of the laws of the State of North Carolina, specifically Sections 153A-77 and 130A-34(b) of the North Carolina General Statutes.

1.5 **"Service" or "Services"** means and refers to all clinical services to be provided by the Health Department as listed in Exhibit A of this Agreement.

1.6 **"Term"** means and refers to the initial period of this Agreement and any renewals thereof as provided in Article 7.

1.7 **"Year"** means and refers to a period of three hundred sixty-five (365) consecutive calendar days.

## **Article 2**

### **Recitals**

The following recitals are incorporated here as an integral part of this Agreement:

2.1 Health Department operates as described in in N.C. Gen Stat. §§ 130A-34(b) and 153A-77 through which medical services are provided to residents of Jones County, North Carolina.

2.2 County wishes for Health Department to provide Services to certain County employees as described in Exhibit A pursuant to a written agreement.

## **Article 3**

### **Engagement**

3.1 County hereby contracts with Health Department to provide the Services, as specified in this Agreement, and Health Department hereby accepts such engagement. Such Services as shall be provided in accordance with the provisions of this Agreement and all administrative policies of the County and the Health Department.

3.2 Nothing contained herein or in the relationship of the County and the Health Department is intended to interfere with the exercise of independent medical judgment by the Health Department personnel when performing clinical services.

#### **Article 4**

##### **Health Department's Obligations**

In consideration of the commitments and agreements set forth in this Agreement, Health Department hereby agrees to perform all Services described in this Agreement as necessary based on the County's need for such Services.

#### **Article 5**

##### **Compensation**

5.1 Health Department's compensation for Services rendered during the Term of this Agreement as herein stated shall be in accordance with the compensation for such Services as described in Exhibit A of this Agreement.

5.2 Health Department shall invoice County by written invoice for the performance of the Services as soon as the same can be reasonably sent in Health Department's ordinary course of business after such Services are rendered.

#### **Article 6**

##### **County Obligations**

In consideration of the commitments and agreements set forth in this Agreement, the County and hereby agrees to pay all invoices for Services rendered by Health Department fifteen (15) days after receipt of such invoices by County.

#### **Article 7**

##### **Term and Termination**

7.1 This Agreement shall remain in full force and effect for a Term of one (1) Year from the Effective Date unless it is terminated as provided in this Article. After the initial Term, this Agreement shall automatically renew for successive one-Year Terms unless either party gives thirty (30) days' advance written notice of termination. This Agreement may be terminated without cause by mutual written agreement signed by both the Health Department and the County, and such termination shall be effective thirty (30) days after the date the last Party signs such written termination.

7.2 In the event that Health Department elects to terminate this Agreement at any time in accordance with the provisions of this Article, Health Department shall be obligated to continue to perform the duties and responsibilities under this Agreement in a full, professional, and responsible manner up to and including the date of termination.

## **Article 8**

### **Amendments**

Amendments may be made to this Agreement only upon the approval in writing by County and Health Department; however, in the event this Agreement is determined by an opinion of the County's legal counsel to be in conflict with any rule, regulation or provision of law pertaining County or Health Department, such noncomplying portions of this Agreement shall be deemed to have been deleted and this Agreement so amended immediately prior to the Effective Date hereof. Upon such a determination, any such amendment shall thereafter be reduced to writing, effective as aforesaid, and executed accordingly by the parties hereto, except that no such amendment shall be deemed to affect financial compensation to the Health Department.

## **Article 9**

### **Regulatory Requirements**

Health Department shall, at all times, be maintained and operated, and the Services provided by Health Department shall at all times be rendered in compliance with all applicable statutes, regulations, rules, and directives of federal, state, and other governmental and regulatory bodies having jurisdiction over the Health Department and the Services. Practice policies and implementation of this Agreement shall be in compliance with the policies and regulations of the County, Health Department, the requirements of the Health Insurance Portability and Accountability Act of 1996, and all currently accepted and approved methods, standards, and practices applicable to the professional services rendered therein. Health Department shall cooperate with the County and the County Health Department and its employees, as reasonably requested, in the completion of any necessary forms and assignments for third-party reimbursement, if applicable. It is understood and agreed by the Parties hereto that Health Department may bill, collect and receive all fees for all Services rendered by Health Department pursuant to this Agreement.

## **Article 10**

### **Miscellaneous**

**10.1 Non-Discrimination.** In providing services under this Agreement, Health Department shall not discriminate on the basis of race, color, sex, age, religion, national origin, handicap or disability, Vietnam-era veteran status, or other legally protected status.

**10.2 Entire Agreement; Modifications.** This Agreement supersedes all prior



agreements, offers and understandings, whether written or oral and regardless of the form thereof, and constitutes the entire agreement between the parties hereto with regard to the subject matter hereof. It may not be amended or modified except as provided by this Agreement.

**10.3 Notices and Communications.** Notices or communications required or permitted to be given under this Agreement shall be given to the respective parties by hand or by registered or certified mail or nationally recognized courier service (said notice being deemed given as of the date of receipt) at the following addresses:

HEALTH DEPARTMENT : Jones County Health Department  
Attn: Wesley P. Smith  
418 N.C. Highway 58 North, Unit C  
Trenton, North Carolina 28585

COUNTY: Jones County  
Attn: Franky Howard  
418 N.C. Highway 58 North, Unit A  
Trenton, NC 28585

Either party may change the address for such notice by giving written notice of such change of address to the other party.

**10.4 Non-Waiver.** The failure or delay of either party to enforce or pursue any right or remedy existing pursuant to this Agreement shall not be deemed a waiver of such right or remedy and shall not limit such party's ability to pursue or enforce such right or remedy or any future right or remedy.

**10.5 Headings.** The Section headings in this Agreement are for reference purposes only and shall not be given any legal effect or affect in any way the meaning or interpretation of this Agreement.

**10.6 Governing Law.** It is the intention of the parties hereto that this Agreement and the performance hereunder and all suits and special proceedings hereunder be construed in accordance with and under and pursuant to the laws of the State of North Carolina and that in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement shall be brought in Jones County, North Carolina.

**10.7 Non-exclusivity.** Health Department is permitted to provide contracting services to the public and to other companies during the Term of this Agreement.

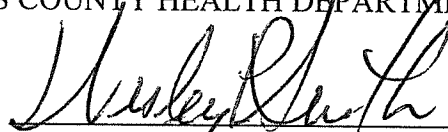
**10.8 Duplicate Originals.** This Agreement shall be executed in duplicate originals, each of which shall be deemed an original and shall be admissible in any proceeding, legal or otherwise, without the production of the other such original.

**10.9 Assignment.** No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of the parties hereto.

IN TESTIMONY WHEREOF, Health Department has caused this Agreement to be executed in its name by its Director, and County has caused this Agreement to be executed in its name by its Chairman and both have executed this instrument below.

JONES COUNTY HEALTH DEPARTMENT

By:



Wesley P. Smith

Director, Jones County Health Department

Date

10/21/19

JONES COUNTY

By:



W. Michael Haddock

Chairman, Jones County Board of Commissioners

Date

10-21-2019

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act

By:



JONES COUNTY FINANCE OFFICER

Date

10/21/19

## EXHIBIT A

### **Provision of Services**

Health Department shall provide routine employment physical examinations, including urine drug tests, to potential and existing employees of the Jones County Sheriff's Office, as needed.

Health Department shall provide urine drug tests to potential and existing employees of the County of Jones, as needed, per Article X – Alcohol and Drug-Free Workplace – of the Jones County Personnel Policy.

Health Department shall charge and County shall pay the following for the Services described herein in accordance with the terms of this Agreement:

Physical Examination, to include Urinalysis, Visual Acuity Screening and Hearing Screening	\$ 80.00
Urine Drug Test	\$ 49.00
Tuberculin Skin Test or Record of Tuberculosis Screening	\$ 20.00

# Division of Public Health

## Agreement Addendum

### FY 19-20

Page 1 of 4

Jones County Health Department  
 Local Health Department Legal Name

151 Family Planning  
 Activity Number and Description

06/01/2019 – 05/31/2020  
 Service Period

07/01/2019 – 06/30/2020  
 Payment Period

Women's and Children's Health / Women's Health  
 DPH Section/Branch Name

Joseph Scott, 919-707-5696  
 joseph.scott@dhhs.nc.gov

DPH Program Contact  
 (name, telephone number with area code, and email)

DPH Program Signature Date  
 (only required for a negotiable agreement addendum)

- ☐ Original Agreement Addendum  
☒ Agreement Addendum Revision # 2

**I. Background:**

*As of October 1, 2019, this Agreement Addendum Revision #2 adds the following paragraph:*

On March 26, 2019, the US Department of Health and Human Services, Public Health Service Notice of Award, P.L. 91-572 PHS Act Sec. 1001 as Amended, 42 CFR 59, authorized the awarding of Title X funds to the North Carolina Statewide Family Planning Program for FY 19-20. The Notice of Award stipulated the total award of Title X funding has been increased from the previous fiscal year; thereby increasing the amount of funding available for allocation to local health departments.

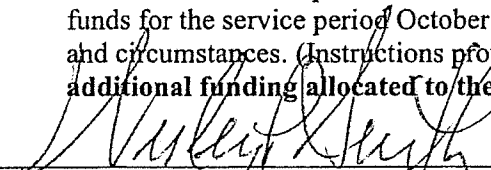
**II. Purpose:**

This Agreement Addendum Revision #2 increases, by approximately 59%, the funding for this Activity as of October 1, 2019 due to the additional Title X funding received from the US Department of Health and Human Services, Public Health Service.

**III. Scope of Work and Deliverables:**

The Activity 151 Family Planning Agreement Addendum Revision #2 requires further negotiation between the Women's Health Branch (WHB) and the Local Health Department.

The Local Health Department shall complete a detailed budget stating how it will use the additional funds for the service period October 1, 2019 through May 31, 2020 based on locally determined needs and circumstances. (Instructions provided in Attachment E.) **This budget must equal the amount of additional funding allocated to the Local Health Department.**

  
 Health Director Signature (use blue ink)

10/15/19  
 Date

Local Health Department to complete:  
 (If follow up information is needed by DPH)

LHD program contact name: THERESA CARPENTER RN  
 Phone number with area code: 252-448-9111 Ext. 3009  
 Email address: tcarpenter@jonescountync.gov

**Signature on this page signifies you have read and accepted all pages of this document.**

The information provided by the Local Health Department will be reviewed by the WHB. When the WHB representative and the Local Health Department reach an agreement on the information contained in the detailed budget, the WHB representative will sign the Agreement Addendum Revision #2 to execute it.

IV. **Performance Measures/Reporting Requirements:**  
No change.

V. **Performance Monitoring and Quality Assurance:**  
No change.

VI. **Funding Guidelines or Restrictions:**  
No change.

## Attachment E

## Detailed Budget Instructions and Information

**Budget and Justification Form**

Applicants must complete the **Open Window Budget Form** for the additional funding received in **FY19-20**. Refer to your initially approved FY 19-20's budget narrative as a reference for completing the budget narrative for this additional funding. Upon completion, the Open Window Budget Form must be emailed to Joseph.Scott@dhhs.nc.gov no later than five business days after this revised Agreement Addendum is signed and returned to DPH. The Open Window Budget Form requires a line item budget and a narrative justification for each line item. This form can be downloaded from the Women's Health Branch website at <https://whb.ncpublichealth.com/provpart/agreement-addenda.htm>.

The Open Window Budget Form consists of 3 tabbed sheets in a Microsoft Excel workbook. These sheets are: Contractor Budget worksheet (sheet 1), Salary and Fringe worksheet (sheet 2) and Subcontractor Budget worksheet (sheet 3). Enter information only in yellow, pink or white shaded cells. The blue shaded fields will automatically calculate for you. Information entered in sheets 2 and 3 will appear in on sheet 1.

**Narrative Justification for Expenses**

A narrative justification must be included for every expense listed in your detailed budget. Each justification should show how the amount on the line item budget was calculated, clearly justify/explain how the expense relates to the program. The instructions on **How to Fill Out the Open Window Budget Form** are posted on the Women's Health Branch website at <https://whb.ncpublichealth.com/provpart/agreement-addenda.htm>. Below are examples of line item descriptions and sample narrative justifications.

**Supplies**

Disposable or one-time-use medical supplies are considered supplies. Examples of medical supplies are as follows: intrauterine devices, contraceptive implants, contraceptive pills, and condoms.

Justification Example: 50 Nexplanon's @ \$399.00 each = \$19,950.

**Equipment**

The maximum that can be expended on an equipment item, without prior approval from the WHB, is \$2,000. An equipment item that exceeds \$2,000 shall be approved by the WHB before the purchase can be made. If an equipment item shall be used by multiple clinics, you must prorate the cost of that equipment item and the narrative must include a detailed calculation which demonstrates how the agency prorates the equipment.

Justification Example: 1 shredder @ \$1,500 each for nursing office staff to shred confidential patient information. Cost divided between 3 clinics:  $\$1,500/3 = \$500$ .

**Administrative Personnel Fringe Costs**

Provide position titles, staff FTE amounts, brief description of the positions, and method of calculating each fringe benefit that shall be funded by this Agreement Addendum. A description can be used for multiple staff if the duties being performed are similar. *Do not prorate the salary and fringe amounts. The spreadsheet will prorate these amounts based on the number of months and percent of time worked.*

Justification Example: P. Johnson, PHN III, 1.0 FTE, Performs the following duties for patients who request Family Planning services: 1) Intake of patient history/reason for appointment; 2) Collect labs for Family Planning Program per nurse standing orders; 3) Provide Family Planning education required components; and 4) Assist medical providers with any further needs within nursing scope of practice.

Budget Narrative Justification Example: FICA at 7.65% of budgeted salary; Retirement at 10% of budgeted salary; Unemployment at 2% of budgeted salary; and Other at 3% (includes life insurance, AD&D and liability insurance) of budgeted salary. Health insurance is \$6,000 per individual.

### Incentives

Incentives may be provided to program participants in order to ensure the level of commitment that is needed to achieve the expected outcomes of the program. While there is no maximum amount of funding that may be used to provide incentives for program participants, the level of incentives must be appropriate for the level of participation needed to achieve the expected outcomes of the program. Examples of incentives are as follows: gift cards, gas cards/bus passes, and water bottles.

Justification Example: Gift cards for 10 participants @ \$20/card = \$200.

### Travel

Mileage and subsistence rates are determined by the State of North Carolina Office of State Budget and Management (OSBM) and the rates are available on the OSBM website at <https://www.osbm.nc.gov/budman5-travel-policies>. The LHD can calculate travel and subsistence rates equal to or below the current state rates.

Current Subsistence Rates—For informational purposes, the OSBM lists the following schedule, effective July 1, 2019:

	<u>In-State</u>	<u>Out-of-State</u>
Breakfast	\$ 8.60	\$ 8.60
Lunch	\$ 11.30	\$ 11.30
Dinner	\$ 19.50	\$ 22.20
Lodging (actual, up to)	<u>\$ 75.10</u>	<u>\$ 88.70</u>
Total	\$ 114.50	\$ 130.80

Justification Example:

Overnight accommodations for Family Planning Nurse Supervisor and 1 PHN II to attend XYZ Training:

2 nights' lodging x \$75.10 = \$150.20;

2 staff's meals x \$70.20 = \$140.40

\$140.40 = (1 breakfast x 2 staff @ \$8.60/person) + (2 lunches x 2 staff @ \$11.30/person) + (2 dinners x 2 staff @ \$19.50/person)

Current Mileage Rates—For informational purposes, the OSBM lists the standard mileage rate set by the Internal Revenue Service as \$0.58 cents per mile, effective January 1, 2019.

## FY20 Activity: 151 Family Planning

## Supplement 7

Supplement reason: ☒ In AA+BE or AA+BE Rev -OR- ☐ -

CFDA #: 93.558 Federal awd date: 10/18/18 Is award R&amp;D? no FAIN: 1901NCTANF Total amount of fed awd: \$ 77,354,979

CFDA name: Temporary Assistance for Needy Families (TANF)	Fed award project description: Temporary Assistance for Needy Families (TANF)	
	Fed awarding agency: DHHS, Administration for Children and Families	Federal award indirect cost rate: n/a %

Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity	Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity
Alamance	965194483	=	=	Jackson	019728518	=	=
Albemarle	130537822	=	=	Johnston	097599104	=	=
Alexander	030495105	=	=	Jones	095116935	=	=
Anson	847163029	=	=	Lee	067439703	=	=
Appalachian	780131541	=	=	Lenoir	042789748	=	=
Beaufort	091567776	=	=	Lincoln	086869336	=	=
Bladen	084171628	=	=	Macon	070626825	=	=
Brunswick	091571349	=	=	Madison	831052873	=	=
Buncombe	879203560	=	=	MTW	087204173	=	=
Burke	883321205	=	=	Mecklenburg	074498353	=	=
Cabarrus	143408289	=	=	Montgomery	025384603	=	=
Caldwell	948113402	=	=	Moore	050988146	=	=
Carteret	058735804	=	=	Nash	050425677	=	=
Caswell	077846053	=	=	New Hanover	040029563	=	=
Catawba	083677138	=	=	Northampton	097594477	=	=
Chatham	131356607	=	=	Onslow	172663270	=	=
Cherokee	130705072	=	=	Orange	139209659	=	=
Clay	145058231	=	=	Pamlico	097600456	=	=
Cleveland	879924850	=	=	Pender	100955413	=	=
Columbus	040040016	=	=	Person	091563718	=	=
Craven	091564294	=	=	Pitt	080889694	=	=
Cumberland	123914376	=	=	Polk	079067930	-1,860	=
Dare	082358631	=	=	Randolph	027873132	=	=
Davidson	077839744	=	=	Richmond	070621339	=	=
Davie	076526651	=	=	Robeson	082367871	=	=
Duplin	095124798	=	=	Rockingham	077847143	=	=
Durham	088564075	=	=	Rowan	074494014	=	=
Edgecombe	093125375	=	=	RPM	782359004	=	=
Foothills	782359004	1,860	185,787	Sampson	825573975	=	=
Forsyth	105316439	=	=	Scotland	091564146	=	=
Franklin	084168632	=	=	Stanly	131060829	=	=
Gaston	071062186	=	=	Stokes	085442705	=	=
Graham	020952383	=	=	Surry	077821858	=	=
Granville-Vance	063347626	=	=	Swain	146437553	=	=
Greene	091564591	=	=	Toe River	113345201	=	=
Guilford	071563613	=	=	Transylvania	030494215	=	=
Halifax	014305957	=	=	Union	079051637	=	=
Harnett	091565986	=	=	Wake	019625961	=	=
Haywood	070620232	=	=	Warren	030239953	=	=
Henderson	085021470	=	=	Wayne	040036170	=	=
Hoke	091563643	=	=	Wilkes	067439950	=	=
Hyde	832526243	=	=	Wilson	075585695	=	=
Iredell	074504507	=	=	Yadkin	089910624	=	=



## FY20 Activity: 151 Family Planning

## Supplement 8

Supplement reason: ☒ In AA+BE or AA+BE Rev -OR- ☐ -

CFDA #: 93.994 Federal awd date: 7/19/18 Is award R&amp;D? no FAIN: B04MC31506 Total amount of fed awd: \$ 4,325,190

CFDA name: Maternal and Children Health Block Grant	Fed award project description: Maternal and Children Health Block Grant
	Fed awarding agency: DHHS, Health Resources and Services Administration Federal award indirect cost rate: n/a %

Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity	Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity
Alamance	965194483	=	=	Jackson	019728518	=	=
Albemarle	130537822	=	=	Johnston	097599104	=	=
Alexander	030495105	=	=	Jones	095116935	=	=
Anson	847163029	=	=	Lee	067439703	=	=
Appalachian	780131541	=	=	Lenoir	042789748	=	=
Beaufort	091567776	=	=	Lincoln	086869336	=	=
Bladen	084171628	=	=	Macon	070626825	=	=
Brunswick	091571349	=	=	Madison	831052873	=	=
Buncombe	879203560	=	=	MTW	087204173	=	=
Burke	883321205	=	=	Mecklenburg	074498353	=	=
Cabarrus	143408289	=	=	Montgomery	025384603	=	=
Caldwell	948113402	=	=	Moore	050988146	=	=
Carteret	058735804	=	=	Nash	050425677	=	=
Caswell	077846053	=	=	New Hanover	040029563	=	=
Catawba	083677138	=	=	Northampton	097594477	=	=
Chatham	131356607	=	=	Onslow	172663270	=	=
Cherokee	130705072	=	=	Orange	139209659	=	=
Clay	145058231	=	=	Pamlico	097600456	=	=
Cleveland	879924850	=	=	Pender	100955413	=	=
Columbus	040040016	=	=	Person	091563718	=	=
Craven	091564294	=	=	Pitt	080889694	=	=
Cumberland	123914376	=	=	Polk	079067930	-6,596	=
Dare	082358631	=	=	Randolph	027873132	=	=
Davidson	077839744	=	=	Richmond	070621339	=	=
Davie	076526651	=	=	Robeson	082367871	=	=
Duplin	095124798	=	=	Rockingham	077847143	=	=
Durham	088564075	=	=	Rowan	074494014	=	=
Edgecombe	093125375	=	=	RPM	782359004	=	=
Foothills	782359004	6,596	185,787	Sampson	825573975	=	=
Forsyth	105316439	=	=	Scotland	091564146	=	=
Franklin	084168632	=	=	Stanly	131060829	=	=
Gaston	071062186	=	=	Stokes	085442705	=	=
Graham	020952383	=	=	Surry	077821858	=	=
Granville-Vance	063347626	=	=	Swain	146437553	=	=
Greene	091564591	=	=	Toe River	113345201	=	=
Guilford	071563613	=	=	Transylvania	030494215	=	=
Halifax	014305957	=	=	Union	079051637	=	=
Harnett	091565986	=	=	Wake	019625961	=	=
Haywood	070620232	=	=	Warren	030239953	=	=
Henderson	085021470	=	=	Wayne	040036170	=	=
Hoke	091563643	=	=	Wilkes	067439950	=	=
Hyde	832526243	=	=	Wilson	075585695	=	=
Iredell	074504507	=	=	Yadkin	089910624	=	=

## FY20 Activity: 151 Family Planning

## Supplement 9

Supplement reason: ☒ In AA+BE or AA+BE Rev -OR- ☐ -

CFDA #: 93.217 Federal awd date: 3/26/19 Is award R&amp;D? no FAIN: FPHPA006400 Total amount of fed awd: \$ 7,250,000

CFDA name: Family Planning Services	Fed award project description: North Carolina Family Planning Program		
	Fed awarding agency: DHHS, Office of Population Affairs	Federal award indirect cost rate: n/a	%

Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity	Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity
Alamance	965194483	36,307	138,121	Jackson	019728518	17,020	98,284
Albemarle	130537822	96,794	389,648	Johnston	097599104	28,083	114,956
Alexander	030495105	13,942	61,797	Jones	095116935	10,013	43,707
Anson	847163029	13,743	63,147	Lee	067439703	15,953	73,767
Appalachian	780131541	44,032	163,605	Lenoir	042789748	18,324	106,255
Beaufort	091567776	15,907	78,863	Lincoln	086869336	16,483	58,431
Bladen	084171628	14,685	61,325	Macon	070626825	12,388	48,172
Brunswick	091571349	20,600	94,817	Madison	831052873	11,772	52,258
Buncombe	879203560	70,774	208,735	MTW	087204173	35,601	173,215
Burke	883321205	20,501	97,901	Mecklenburg	074498353	121,428	661,629
Cabarrus	143408289	29,407	116,335	Montgomery	025384603	12,946	46,778
Caldwell	948113402	21,298	96,697	Moore	050988146	18,943	106,975
Carteret	058735804	49,723	146,071	Nash	050425677	25,311	127,269
Caswell	077846053	14,456	57,284	New Hanover	040029563	54,817	151,272
Catawba	083677138	30,365	115,367	Northampton	097594477	12,509	61,860
Chatham	131356607	16,461	68,532	Onslow	172663270	39,810	213,373
Cherokee	130705072	11,834	48,175	Orange	139209659	39,584	148,370
Clay	145058231	9,823	37,144	Pamlico	097600456	10,337	48,263
Cleveland	879924850	26,457	121,367	Pender	100955413	16,063	79,717
Columbus	040040016	16,617	65,211	Person	091563718	=	=
Craven	091564294	29,205	149,165	Pitt	080889694	42,773	176,789
Cumberland	123914376	62,505	322,367	Polk	079067930	-9,813	=
Dare	082358631	12,212	43,558	Randolph	027873132	27,962	146,355
Davidson	077839744	26,718	117,005	Richmond	070621339	14,879	72,678
Davie	076526651	13,200	56,590	Robeson	082367871	34,420	180,770
Duplin	095124798	20,349	92,125	Rockingham	077847143	19,349	102,890
Durham	088564075	90,988	237,359	Rowan	074494014	28,605	149,878
Edgecombe	093125375	20,421	127,542	RPM	782359004	=	=
Foothills	782359004	53,000	185,787	Sampson	825573975	19,196	84,418
Forsyth	105316439	116,708	265,578	Scotland	091564146	14,828	77,994
Franklin	084168632	16,674	64,117	Stanly	131060829	15,633	65,680
Gaston	071062186	46,616	183,242	Stokes	085442705	14,878	75,390
Graham	020952383	9,840	34,889	Surry	077821858	17,259	59,196
Granville-Vance	063347626	30,730	131,702	Swain	146437553	11,521	48,404
Greene	091564591	12,709	60,963	Toe River	113345201	33,111	142,162
Guilford	071563613	143,888	411,107	Transylvania	030494215	12,106	53,575
Halifax	014305957	21,209	123,076	Union	079051637	29,108	123,436
Harnett	091565986	24,016	101,598	Wake	019625961	92,904	403,725
Haywood	070620232	17,001	77,937	Warren	030239953	12,186	58,603
Henderson	085021470	20,022	79,365	Wayne	040036170	30,178	145,163
Hoke	091563643	16,790	69,746	Wilkes	067439950	15,953	74,009
Hyde	832526243	9,640	40,827	Wilson	075585695	23,106	113,683
Iredell	074504507	26,419	125,604	Yadkin	089910624	12,873	48,433

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**Slam and Dade - New Program Administrator**

9/24/19

Very truly yours,

9/25/19

THE UNIVERSITY OF CHICAGO PRESS

12-7-2019

Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Sign and Date - DPH Bulletin Ontario

for AL 9/27/19

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

## EDUCATIONAL TRAINING AGREEMENT

This Educational and Technical Assistance Agreement ("Agreement") is made this the 18th day of October, 2019 between Mountain Area Health Education Center, Inc. ("MAHEC") and Jones County Health Department.

### INTRODUCTION

Whereas, money for this project is supported by funds from the Blue Cross Blue Shield of North Carolina Healthy Blue through the "MAHEC ACES Learning Collaborative" for the purpose of increasing the ACES educational activities through a learning collaborative;

Whereas, MAHEC desires to implement a learning collaborative project as part of the "MAHEC ACES Learning Collaborative" (the "Project") with Jones County Health Department;

Whereas, Jones County Health Department desires to participate in the learning collaborative provided by MAHEC referenced in this Agreement; and

Whereas, MAHEC desires to provide such services in accordance with the terms and conditions stated herein.

Now, therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

### SECTION 1. TERM AND TERMINATION

1.1 Term. The term of this agreement is for a period of up to twenty-five months, commencing upon date of signature and ending on November 31, 2021, unless terminated by either party in accordance with the termination provisions of this Agreement.

1.2 Termination Without Cause. Either party may terminate this Agreement at any time, without cause and without penalty, by providing the other party with thirty (30) days prior written notice.

### SECTION 2. RELATIONSHIP OF THE PARTIES

2.1 It is expressly understood and agreed that, in the performance of services under this Agreement, MAHEC and Jones County Health Department shall at all times act as independent contractors. Further, it is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the parties. In no event shall either party be liable for debts or obligations of the other except as otherwise specifically provided in this Agreement.

### SECTION 3. PROJECT ACTIVITIES

3.1 MAHEC provides the learning collaborative below as part of the Project:

- A monthly learning collaborative through the use of an ECHO format
- ACES programming and mentorship- to train and prepare the collaborative
- An annual collaborative evaluation report- highlighting accomplishments and opportunities for the collaborative
- MAHEC will not have access to confidential patient information in the performance of this agreement.

3.2 Jones County Health Department will identify and participate in the Project activities listed below:

- Commit to building the capacity of their local community to prevent and address ACEs and promote resilience to improve overall health and wellbeing.
- Commit to engaging in a larger network of ACE Collaboratives and individuals who are learning together and reflecting on their efforts to address ACEs and build resilience.
- Send a minimum of five members of your team/collaborative to the 2019 Southeast ACEs Regional Summit in Asheville, NC Nov. 1-3, 2019 (up to 10 registrations will be covered by the initiative)
- Provide active engagement from at least five consistent representatives in monthly virtual Community of Practice ECHO meetings (meeting times to be established with awardee communities).
- Develop Collaborative organizational structures, outreach strategies, and initial plans for action, sharing and reflecting on these with the Community of Practice.
- Implement and evaluate at least one local Collaborative strategy by summer 2021
- Send a minimum of five members to the 2021 Southeastern ACE Collaborative in Asheville, NC (fall 2021-date TBA), and be part of a presentation about the ECHO ACE Learning Collaborative activities and impact.

## SECTION 4. REIMBURSEMENT

4.1 Jones County Health Department agrees to participate in the learning collaborative and are eligible for reimbursement up to \$10,000 per year, up to two years, as defined below

- A. \$5000 for participating in the Nov 1-3, 2019 ACES Summit in Asheville, NC
- B. \$2500 for participating in the ACES Learning Collaborative: December 2019-April 2020
- C. \$2500 for participating in the ACES Learning Collaborative: May 2020-September 2020
- D. \$2500 for participating in the ACES Learning Collaborative: October 2020-January 2021
- E. \$2500 for participating in the ACES Learning Collaborative: February 2021-May 2021
- F. \$2500 for participating in the ACES Learning Collaborative: June 2021-September 2021
- G. \$2500 for participating in the ACES Learning Collaborative and the Fall 2021 ACES Summit: October 2021-November 2021

- H. Jones County Health Department must bill/invoice for activities completed for each period within a 30-day window.

## SECTION 5. INDEMNITY

5.1 Jones County Health Department Indemnity. To the extent allowed by law, Jones County Health Department agrees to indemnify and hold harmless MAHEC, its successors, assignees, and employees {collectively, the "MAHEC indemnitees"} from any and all claims, losses, damages, liabilities, or expenses {including attorneys' fees and costs} incurred or sustained by any MAHEC indemnitee arising out of any act or omission of Jones County Health Department in the performance of this Agreement, or any breach of this Agreement by Jones County Health Department.

5.2 MAHEC's Indemnity. To the extent allowed by law, MAHEC agrees to indemnify and hold harmless Jones County Health Department, its successors, assignees, and employees {collectively, the "Jones County Health Department indemnitees"} from any and all claims, losses, damages, liabilities, or expenses {including attorneys' fees and costs} incurred or sustained by any Jones County Health Department indemnitee arising out of any act or omission of MAHEC in the performance of this Agreement, or any breach of this Agreement by MAHEC.

## SECTION 6. COMPLIANCE

6.1 Accrediting Bodies. MAHEC and Jones County Health Department shall comply with accrediting body standards applicable to the services provided by MAHEC under this Agreement.

6.2 Compliance with Laws: During the term of this Agreement, each party is responsible for assuring that services provided are in compliance with all federal, state, and local laws, rules and regulations.

6.3 MAHEC will comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if MAHEC provides the services to Jones County Health Department utilizing a subcontractor, MAHEC shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. MAHEC shall verify, by affidavit, compliance of the terms of this section upon request by Jones County Health Department.

6.4 MAHEC certifies that it is not listed on the Iran Divestment List created by the State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58 (the "Final Divestment List"), and (ii) MAHEC will not utilize any subcontractor performing work under this agreement which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and should be updated every 180 days.

6.5 MAHEC certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C. Gen. Stat. § 147-86.81. It is the responsibility of MAHEC to monitor compliance with this restriction.

## SECTION 7. MISCELLANEOUS

7.1 Entire agreement: This Agreement constitutes the entire agreement of the Parties with

respect to the subject written hereof, and it may not be amended or modified except in a written agreement executed by both Parties.

7.2 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Any provision in this Agreement that is prohibited, unenforceable, or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability, or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability, or legality of such provision in any other jurisdiction.

7.3 Risk Notices. Jones County Health Department shall promptly notify MAHEC's Risk Management Department of any complaint, claim, incident or potential liability that may arise against Jones County Health Department and/or MAHEC relating to the services provided pursuant to this Agreement for which Jones County Health Department has received notice.

7.4 Notice. Notice shall be in writing and shall be deemed properly served when posted by certified or registered United States mail, postage prepaid, return receipt requested, addressed to the Party to who directed, at the last known address.

7.5 Waiver. Failure by a party to enforce any provision of this Agreement shall not constitute a waiver of such provision, nor shall a waiver once granted be construed to waive a subsequent breach of the same or other provision.

7.6 Assignment: Neither party may assign this Agreement or substantially subcontract its services to carry out this Agreement without the prior written consent of the other party.

7.7 Government Exclusions: MAHEC shall have the right to terminate this Agreement if (Jones County Health Department) is, or has ever been: (a) excluded from participation in any federal or state health care Jones County Health Department, including but not limited to Medicare and Medicaid, for having engaged in any activity set forth in 42 U.S.C. § 1320a-7 (LEIE list); (b) excluded from participation for fraud, theft, embezzlement, breach of fiduciary responsibility or other financial misconduct in other than a health care Jones County Health Department operated in whole or in part by any federal, state, or local government agency (EPLS list); (c) a specially designated national set forth in 31 C.F.R. § 501.701 (SDN list); or (d) debarred by the General Services Administration (ARNET list).

The parties have executed this Agreement on the date first above written,

Jones County Health Department:

MOUNTAIN AREA HEALTH EDUCATION  
CENTER, INC.:

\_\_\_\_\_  
Date  
Jones County Health Department

\_\_\_\_\_  
Jeffery E. Heck, MD  
CEO

\_\_\_\_\_  
Date



## EXHIBIT E

**INTRO BY:** Franky Howard, County Manager

**DATE:**    **ITEM:** \_\_\_\_\_

**RESOLUTION:** Authorizing the acceptance of \$20,000 from Duke Energy through their Disaster Recovery and Resiliency Grant to help fund training, lodging, and equipment for the start of the Jones County Swift Water Rescue Team.

**SUBJECT AREA:**    **RESPONSE**

**ACTION REQUESTED:** To authorize the County Emergency Services Director to pay and schedule Swift Water Rescue Training and order/purchase equipment for Swift Water Rescue using the \$20,000 awarded from Duke Energy.

**HISTORY/BACKGROUND:** During Hurricane Florence in September 2018 the need for a local swift water rescue team was evident. During this process of reflection and determination of resiliency the Duke Energy Grant was released to aid in the recovery and resiliency of communities devastated by Hurricane Florence. Jones County Emergency Services as well as Jones County Sheriff's Office and all Volunteer Fire and EMS agencies discussed the idea of training and equipment to establish a swift water rescue team. Duke Energy granted Jones County Emergency Services with \$20,000 to assist in the creation of the Jones County Swift Water Rescue team.

**EVALUATION:** In determining the need for a swift water rescue team in Jones County. The Duke Energy \$20,000 grant award will assist in training and equipment needed to establish a swift water rescue team. County Emergency Services Personnel Recommend approval.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

\_\_\_\_\_Initials

**RESOLUTION:** NOW THEREFORE, BE IT RESOLVED by the Jones County Board of Commissioner's that the County Emergency Services Director is authorized to pay and schedule Swift Water Rescue Training and order/purchase equipment for Swift Water Rescue using the \$20,000 awarded from Duke Energy.

**AMENDMENTS:**

MOVED \_\_\_\_\_

SECONDED \_\_\_\_\_

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ UNANIMOUS \_\_\_\_\_

YEA VOTES: AYCOCK \_\_\_\_\_ DUNN \_\_\_\_\_ EMORY \_\_\_\_\_ GRAY \_\_\_\_\_

HADDOCK \_\_\_\_\_ HARPER \_\_\_\_\_ RIGGS \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
Date

## Budget Amendment

Date: 10/21/2019

Fund: General Fund

Fiscal Year: 2019-2020 Amendment #8

**Increase Revenue**

Restricted Health	Family Planning - State	11-0211-4516-06	10,013.00
Restricted DSS	Senior Center General Purpose	11-0212-4586-12	2,188.00
Restricted Health	ACE Learning Collaborative	11-0211-4523-23	10,000.00
<b>TOTAL</b>			<b>22,201.00</b>

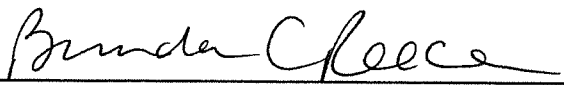
**Increase Expenditures**

Family Planning	Salaries	11-5164-5121-00	2,903.00
Family Planning	FICA	11-5164-5181-00	222.00
Family Planning	Retirement	11-5164-5182-00	262.00
Family Planning	Hospitalization	11-5164-5183-00	384.00
Family Planning	Supplies - Medical	11-5164-5239-00	977.00
Family Planning	Incentives	11-5164-5299-81	240.00
Family Planning	Advertising	11-5164-5391-00	496.00
Family Planning	Workers Compensation	11-5164-5458-00	29.00
Family Planning	Capital Under \$5000	11-5164-5500-00	4,500.00
Senior Center	Senior Center General Purpose	11-5860-5299-39	2,188.00
ACE Learning Collaborative	Supplies & Materials	11-5166-5260-02	2,000.00
ACE Learning Collaborative	Mileage	11-5166-5311-00	3,805.00
ACE Learning Collaborative	Printing	11-5166-5341-00	500.00
ACE Learning Collaborative	Educational Materials	11-5166-5395-04	500.00
ACE Learning Collaborative	Contract Services	11-5166-5440-13	2,000.00
ACE Learning Collaborative	Registration	11-5166-5493-00	1,195.00
<b>Total</b>			<b>22,201.00</b>

  
Chairman

  
County Manager

  
Clerk to the Board

  
Finance Officer

# Budget Amendment

Date: 10/21/2019

Fund: Fund 29 - Grant Fund

Fiscal Year: 2019-2020

Amendment #9

## Increase Revenue


Restricted Other	Duke Energy Grant	29-0213-4473-02	20,000.00
<b>TOTAL</b>			<b>20,000.00</b>


## Increase Expenditures

Swift Water Rescue	Supplies & Materials	29-4737-5260-02	8,000.00
Swift Water Rescue	Mileage	29-4737-5311-00	2,000.00
Swift Water Rescue	Education & Training	29-4737-5395-01	6,000.00
Swift Water Rescue	Capital Under \$5000	29-4737-5500-00	4,000.00
<b>Total</b>			<b>20,000.00</b>

  
Chairman

  
County Manager

  
Clerk to the Board

  
Finance Officer



Try Prime

All ▾ lenovo windows 10 pro

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Deals

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## Lenovo IdeaPad 130 Notebook, 15.6" HD, AMD Dual-Core A9-9425 Upto 3.7GHz, 8GB RAM 512GB SSD, DVD-

\$385.00

& FREE Shipping

Want it Friday, Oct. 18? Order within 21 hrs 34 mins and choose **Two-Day Shipping** at checkout. Details

Only 7 left in stock - order soon.

Qty: 1

\$385.00 + Free Shipping

Add to Cart

Buy Now

Ships from and sold by Cardinal Pro Electronics.

Add a Protection Plan:

- ☐ 4-Year Protection for \$89.99
- ☐ 2-Year Protection for \$56.99



LG Gram Thin and Light Laptop - 14" Full HD IPS Display, Intel 8th Gen Core i5-8200U CPU, ...  
Select delivery location

50

Add to List

*LG gram: Lightweight & Long Battery Life*

Shop now

Roll over image to zoom in

Ad feedback

### Sponsored products related to this item

Page 1 of 80

New (5) from \$384.99 + FREE Shipping

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Other Sellers on Amazon

\$394.00

+ Free Shipping

Sold by: Rock eDigital

Add to Cart

Have one to sell?

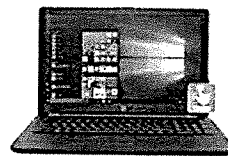
Sell on Amazon



2019 Lenovo IdeaPad 330 15.6" Laptop Computer| 8th Gen Intel Core i3-8130U Beat i5-...  
1  
\$359.00

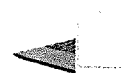


Lenovo ThinkPad X270 Notebook, 12.5" IPS HD, Intel Dual-Core i7-6600U Upto 3.4GHz, ...  
\$899.99



2019 HP Flagship Pavilion 15.6 Inch Touchscreen Laptop (Intel Pentium 4-Core N5000 ...  
\$468.18

15.6  
4GB  
128GB



2019 Le S340 15 (Intel Di up to 3. \$456.80

Ad feedback

What other items do customers buy after viewing this item?

10/15/2019

Amazon.com: Lenovo IdeaPad 130 Notebook, 15.6" HD, AMD Dual-Core A9-9425 Upto 3.7GHz, 8GB RAM, 512GB SSD, DVD-RW, H...



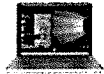
2019 Newest Lenovo IdeaPad 15.6" HD High Performance Laptop PC |7th Gen AMD A9-9425  
201  
\$245.40



Acer Aspire 5 Slim Laptop, 15.6" Full HD IPS Display, AMD Ryzen 3 3200U, Vega 3 Graphics, 4GB  
690  
\$314.38



Lenovo Ideapad Premium 15.6" Laptop Notebook Computer 2019 New, AMD A9-9425 Up to  
76  
\$313.90



HP 2019 14" Laptop - Intel Core i3 - 8GB Memory - 128GB Solid State Drive - Ash Silver  
165  
\$330.00



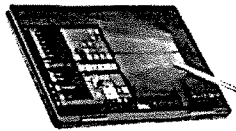
**LG**  
Life's Good  
**LG gram:**  
**Lightweight &**  
**Long Battery Life**

LG Gram Thin & Light Laptop - 15.6"  
FHD IPS Touchscreen, 8th Gen Core i7...  
61  
\$1,996.99 /prime

Ad feedback

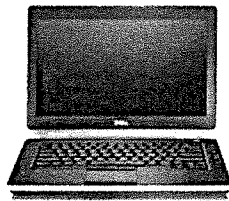
## Customers also shopped for

Page 1 of 3



Dell - 2-in-1 15.6" 4K Ultra  
HD Touch-Screen Laptop -  
Intel Core i7 - 16GB  
Memory - NVIDIA...

9  
\$864.00



Dell Latitude E6420  
Laptop WEBCAM - HDMI -  
i5 2.5ghz - 4GB DDR3 -  
250GB - DVDRW...

158  
\$173.00



Lenovo Ideapad Premium  
15.6" Laptop Notebook  
Computer 2019 New, AMD  
A9-9425 Up to 3.7GHz,  
8GB RAM, 1TB HDD,...

\$299.00



Dell Inspiron 3452 HD  
High Performance Laptop  
NoteBook PC (Intel  
Celeron N3060, 2GB...

28  
1 offer from \$399.77



2019\_Dell Inspiron Laptop,  
15.6" HD Hnti-Glare  
Screen, AMD A9 Processor,  
8GB RAM, 256GB SSD,...

1  
\$429.00



## Special offers and product promotions

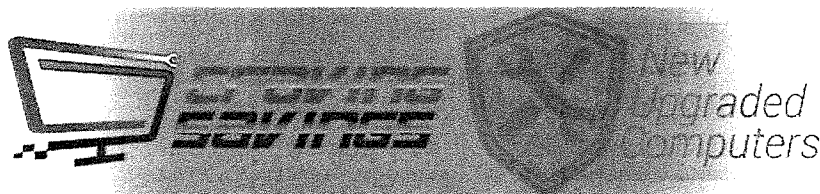
- **No interest if paid in full within 6 months** with the Amazon.com Store Card on any purchase totaling \$150 or more. Apply now.

## Have a question?

Find answers in product info, Q&As, reviews

Type your question or keyword

## Product Description

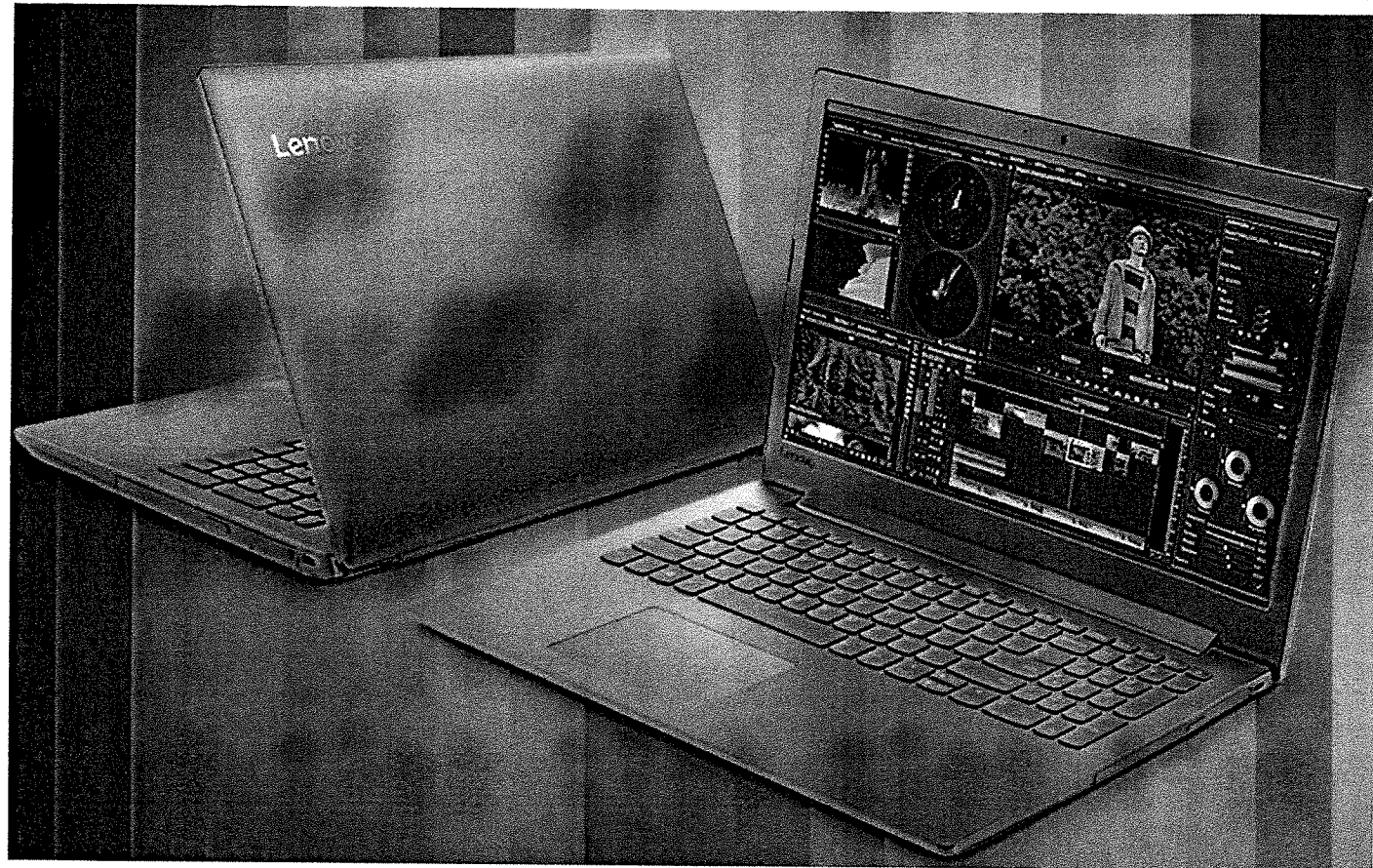


This computer has been upgraded from the original manufacturer specifications by our professional technicians.

**Lenovo 130 15.6"** notebook boasts a 3.1GHz AMD Dual-Core A9-9425 processor to handle daily tasks with ease.

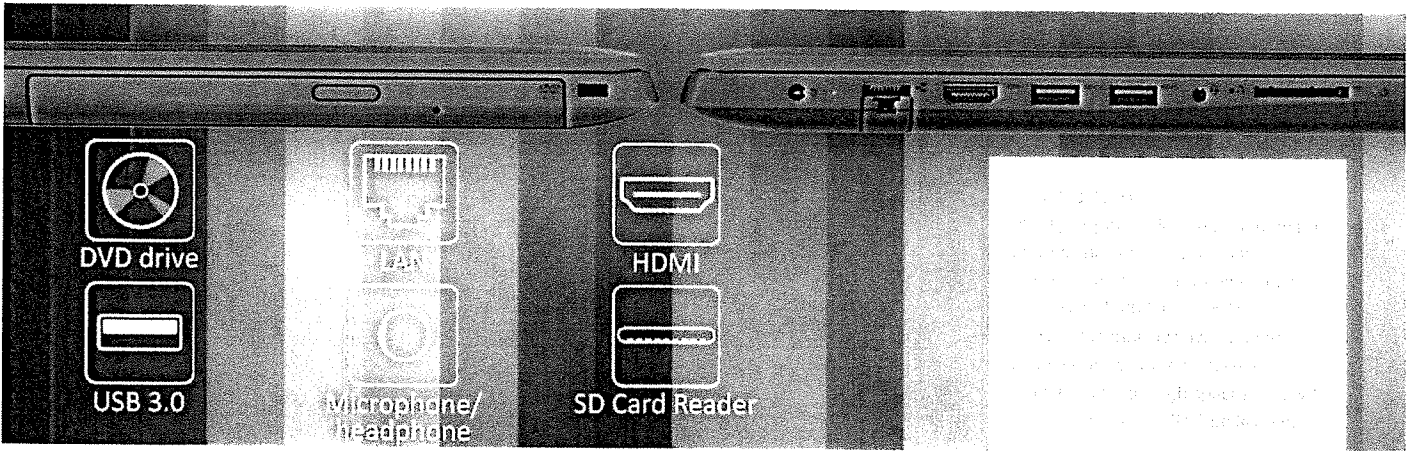
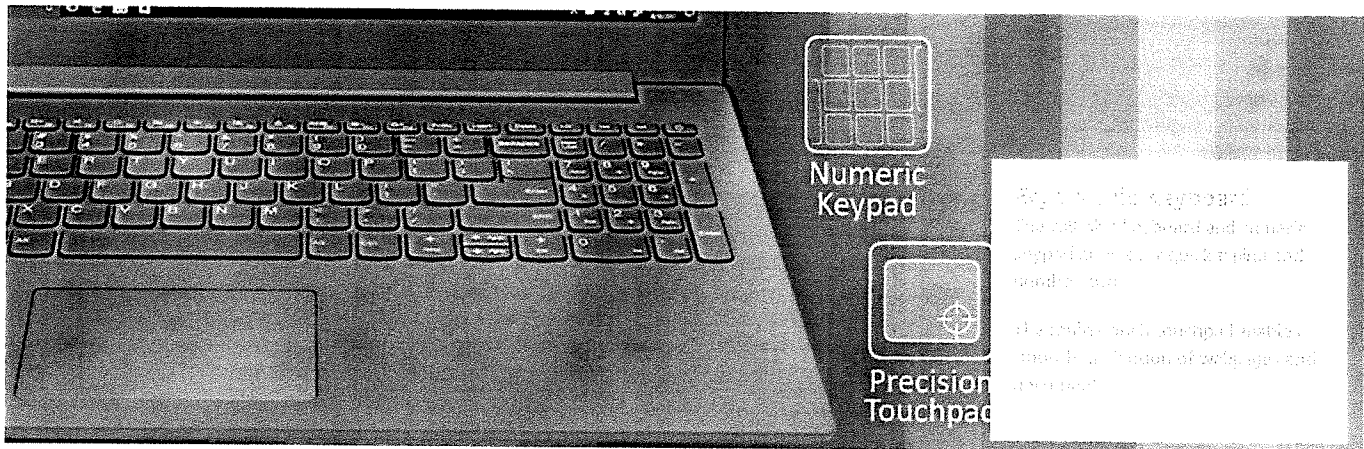
**High Definition 15.6"** display gives you the space you need to get your work done.

**Equipped with Windows 10** which features Cortana, the personal assistant who can open apps and answer questions on command.



Sleek and Powerful

Complete your tasks for the day and look good doing them.





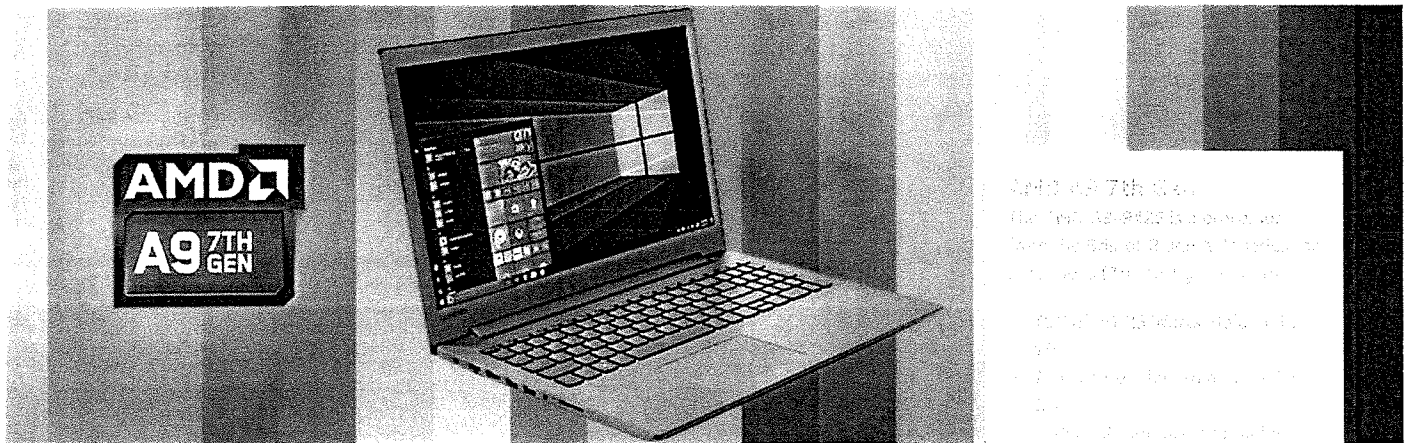
## 15.6" HD Display



### See It All in High Definition

The 15.6 inch HD display allows you to easily navigate all of your projects and concentrate on what matters most.

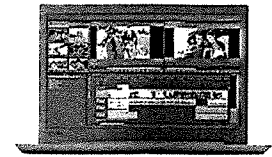
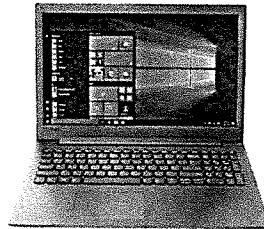
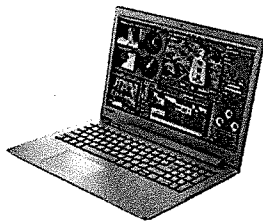
- WLED backlight
- Widescreen Display
- HD standard-viewing angle (SVA)
- Diagonal Size 39.6 cm



[Read more](#)

[Compare with similar items](#)





**This item** **Lenovo IdeaPad 130 Notebook, 15.6" HD, AMD Dual-Core A9-9425 Upto 3.7GHz, 8GB RAM, 512GB SSD, DVD-RW, HDMI, Card Reader, Wi-Fi, Bluetooth, Windows 10 Pro**

Add to Cart

**2019 Newest Lenovo IdeaPad 15.6" HD High Performance Laptop PC [7th Gen AMD A9-9425 Dual-Core 3.10 GHz] 4GB RAM | 128GB SSD | 802.11ac | Bluetooth | DVD+/-RW | HDMI | Win 10**

Add to Cart

**Acer Aspire 5 Slim Laptop, 15.6" Full HD IPS Display, AMD Ryzen 3 3200U, Vega 3 Graphics, 4GB DDR4, 128GB SSD, Backlit Keyboard, Windows 10 in S Mode, A515-43-R19L**

Add to Cart

**Lenovo Ideapad Premium 15.6" Laptop Notebook Computer 2019 New, AMD A9-9425 Up to 3.7GHz, 8GB RAM, 1TB HDD, DVD-RW, Wi-Fi, Bluetooth, Webcam, USB 3.0, HDMI, Windows 10 W/ 29.9 Value Accessories Bundle**

Add to Cart

Customer Rating	(4)	(201)	(690)	(76)
Price	\$385 <sup>00</sup>	\$245 <sup>40</sup>	\$314 <sup>38</sup>	\$313 <sup>90</sup>
Shipping	FREE Shipping on orders over \$25	FREE Shipping on orders over \$25	FREE Shipping on orders over \$25	FREE Shipping on orders over \$25
Sold By	Cardinal Pro Electronics	Jumping Star	Amazon.com	e@World
computer memory size	8 GB	4 GB	4 GB	4 GB
Processor (CPU) Manufacturer	AMD	AMD	AMD	AMD
Processor (CPU) Speed	3.1 GHz	3.1 GHz	3.5 GHz	3.5 GHz
Display Resolution Max	—	1366 x 768	—	1366 x 768
Display Size	15.6 in	15.6 in	15.6 in	15.6 in
Hard Disk Size	512 GB	128 GB	128 GB	128 GB
Item Dimensions	10 x 14.8 x 0.9 in	14.8 x 10 x 0.9 in	14.31 x 9.74 x 0.71 in	14.8 x 10 x 0.9 in
Item Weight	—	4.63 lbs	3.97 lbs	4.41 lbs
Operating System	Windows 10	Windows 10	Windows 10 Home	Windows 10
Processor Count	2	2	2	1
System RAM Type	DDR4 SDRAM	DDR4 SDRAM	DDR4 SDRAM	DDR4 SDRAM
Wireless Compatibility	802.11ac	802.11ac	—	802.11ac

## Product information

### Technical Details

Collapse all

### Additional Information

#### Summary

Screen Size	15.6 inches
Screen Resolution	1366 x 768
Processor	3.1 GHz AMD A Series
RAM	8 GB SO-DIMM

ASIN

B07RN9J1F4

Customer Reviews

4 customer reviews  
3.9 out of 5 stars

Best Sellers Rank

#8,129 in Computers & Accessories (See Top 100 in Computers & Accessories)

Hard Drive	512 GB SSD	#1,413 in Traditional Laptop Computers
Graphics Coprocessor	AMD Radeon R5 Series	
Chipset Brand	AMD	Shipping Weight
Wireless Type	802.11ac	4.63 pounds (View shipping rates and policies)
Average Battery Life (in hours)	7 hours	Date First Available
		May 10, 2019

Other Technical Details

Brand Name	Lenovo
Series	IdeaPad 130
Item model number	NA
Hardware Platform	PC
Operating System	Windows 10
Item Weight	13 pounds
Product Dimensions	10 x 14.8 x 0.9 inches
Item Dimensions L x W x H	10 x 14.8 x 0.9 inches
Color	Black
Processor Brand	AMD
Processor Count	2
Computer Memory Type	DDR4 SDRAM
Flash Memory Size	512 GB
Hard Drive Interface	Solid State

Warranty & Support

**Amazon.com Return Policy:** You may return any new computer purchased from Amazon.com that is "dead on arrival," arrives in damaged condition, or is still in unopened boxes, for a full refund within 30 days of purchase. Amazon.com reserves the right to test "dead on arrival" returns and impose a customer fee equal to 15 percent of the product sales price if the customer misrepresents the condition of the product. Any returned computer that is damaged through customer misuse, is missing parts, or is in unsellable condition due to customer tampering will result in the customer being charged a higher restocking fee based on the condition of the product. Amazon.com will not accept returns of any desktop or notebook computer more than 30 days after you receive the shipment. New, used, and refurbished products purchased from Marketplace vendors are subject to the returns policy of the individual vendor.

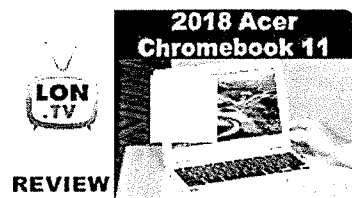
**Product Warranty:** For warranty information about this product, please [click here](#)

Feedback

If you are a seller for this product, would you like to suggest updates through seller support?  
Would you like to tell us about a lower price?

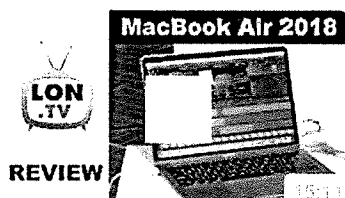
Videos

Videos for related products



Acer Chromebook 11 2018 Review

Lon.TV



New MacBook Air 2018 Review vs. MacBook Pro : Performance gap...

Lon.TV



Dell XPS 13 Review

Digital Trends

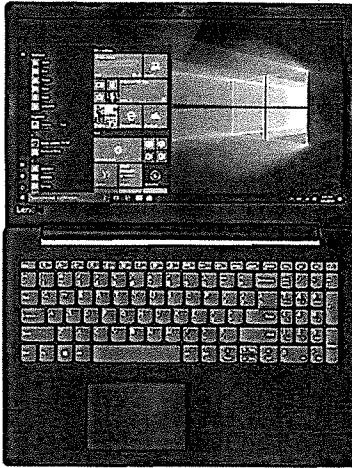


First Look: Dell XPS 13

Digital Trends

Upload your video

Sponsored products related to this item

Introducing My CDW Advantage: save 5% on products when you [create an account](#).**800.800.4239****Lenovo****Lenovo V145-15AST - 15.6" - A9 9425 - 8 GB RAM - 256 GB SSD - US**

Mfg.Part: 81MT002PUS | CDW Part: 5557174 | UNSPSC: 43211503

**Availability:** 4-6 days

Orders placed today will ship within 4-6 days

Order fulfilled by a CDW partner.

**Warranties**☐ NoneLenovo Accidental Damage Coverage (3 Yr) ~~\$108.99~~[Compare warranties](#)[View Services](#)[View Accessories](#)**\$484.99**

Advertised Price

Claim Your 5% Discount

Create an account to get My CDW Advantage today.

Lease Option (\$14.66/month)

**Product Details**

- A9 9425 / 3.1 GHz
- Win 10 Pro 64-bit
- 8 GB RAM
- 256 GB SSD
- 15.6" 1920 x 1080 (Full HD)
- Radeon R5
- Wi-Fi

# Product Overview

---

## Main Features

- A9 9425 / 3.1 GHz
- Win 10 Pro 64-bit
- 8 GB RAM
- 256 GB SSD
- 15.6" 1920 x 1080 (Full HD)
- Radeon R5
- Wi-Fi
- Bluetooth
- black
- kbd: US

The Lenovo V145 notebooks are slim, stylish and come with a special pattern exterior that make them aesthetically pleasing. Powered by the latest AMD Stoney Ridge Processors and Windows 10, these business notebooks pack a punch to handle day-to-day tasks with ease. With optional dual-drive storage, users can experience the responsiveness of a SSD storage that enables smooth transitioning between tasks and enjoy the extra capacity of a hard disk drive. The full-sized ergonomic keyboard and one-piece touchpad add to higher user comfort. Integrated TPM 2.0 firmware offers robust security by encrypting sensitive data and passwords.

## Tech Specs

*Specifications are provided by the manufacturer.*

### Cache Memory

---

Installed Size :	1MB
Type :	L2 cache

### Digital Camera

---

Resolution (MP) :	0.3 Megapixel
Webcam Capability :	Yes

### Environmental Standards

---

ENERGY STAR Certified :	Yes
-------------------------	-----

### Hard Drive

---

Interface :	Serial ATA-600
Manufacturer :	Samsung
SSD Form Factor :	2.5"
Type :	SSD

## Interfaces

---

HDMI Ports Qty :	1
USB 3.0 Ports Qty :	2
Interface :	HDMI
Interface :	Headphone/microphone combo jack
Interface :	LAN
Interface :	USB 3.0
Qty :	2

## Keyboard

---

Keyboard Layout :	QWERTY
Keyboard Localization :	US
Localization & Layout :	English – US

## Processor

---

64-bit Computing :	Yes
Clock Speed :	3.1 GHz
Features :	Integrated memory controller
Manufacturer :	AMD
Max Turbo Speed :	3.7 GHz
Number of Cores :	Dual-Core
Processor Number :	A9-9425
Type :	A9

## Networking

---

Data Link Protocol :	Bluetooth 4.1, Ethernet, Fast Ethernet, Gigabit Ethernet, IEEE 802.11a, IEEE 802.11ac, IEEE 802.11b, IEEE 802.11g, IEEE 802.11n
Wired Protocol :	Gigabit Ethernet
Wireless NIC :	Realtek RTL8821CE

Wireless Protocol : 802.11a/b/g/n/ac, Bluetooth 4.1

## Storage Hard Drive

---

Capacity : 256 GB

## OS Provided

---

Edition : Windows 10 Pro

Family : Windows 10

Language : English

Type : Windows 10 Pro 64-bit Edition

## Input Device

---

Features : Multi-touch touchpad

Numeric Keypad : Yes

Type : Keyboard, Touchpad

## RAM

---

Configuration Features : 1 x 8 GB

Empty Slots : 0

Form Factor : SO-DIMM 260-pin

Installed Size : 8 GB

Max Supported Size : 8 GB

Memory Speed : 1866 MHz

Rated Memory Speed : 2666 MHz

Slots Qty : 1

Technology : DDR4 SDRAM

## Audio Input

---

Type : Microphone

## Audio Output

---

Compliant Standards :	Dolby Audio, High Definition Audio
Type :	Stereo speakers

## Battery

---

Capacity :	30 Wh
Cells :	2-cell
Run Time (Up To) :	5 hours
Technology :	Lithium ion

## Card Reader

---

Supported Flash Memory :	MultiMediaCard, SD Memory Card, SDHC Memory Card, SDXC Memory Card
Type :	4 in 1 card reader

## Display

---

Diagonal Size (metric) :	39.6 cm
Display Resolution	Full HD
Abbreviation :	
Image Aspect Ratio :	16:9
LCD Backlight Technology :	LED backlight
Projector Image Brightness :	200 cd/m <sup>2</sup>
Projector Monitor Features :	Anti-glare
Type :	LED
Widescreen Display :	Yes

## Header

---

Brand :	Lenovo
Country Kits :	United States
Localization :	English

Manufacturer : Lenovo Express Models

Model : 81MT

Packaged Quantity : 1

Product Line : Lenovo V145-15AST

## Miscellaneous

---

Case Material : Polycarbonate ABS

Color : Black

Color Category : Black

Compliant Standards : RoHS

Features : Administrator password, Hard drive password, Power-on password

Included Accessories : Power adapter

Security Slot Type : Kensington mini security slot

Theft/Intrusion Protection : Security lock slot (cable lock sold separately)

## Modem

---

Type : None

## Power Device

---

Frequency Required : 50/60 Hz

Nominal Voltage : AC 120/230 V

Output Current : 2.25 A

Power Provided : 45 Watt

Voltage Provided : 20 V

## System

---

Embedded Security : Firmware Trusted Platform Module (TPM 2.0) Security Chip

Hard Drive Capacity : 256 GB

Notebook Type : Notebook



Platform :

Windows

### Video Output

Graphics Processor Series :AMD Radeon R5

Graphics Processor Vendor :AMD Radeon R5

### Dimensions & Weight

Depth :10 in

Height :0.9 in

Weight :4.63 lbs

Width :14.8 in

### Optical Storage

Drive Type :No optical drive

Type :None

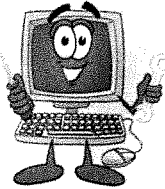
### Display (Projector)

Diagonal Size :15.6 in

Max Resolution :1920 x 1080

### Compare Similar Items

			
			
<div>This Item: Lenovo V145-15AST - 15.6in - A9 9425 - 8 GB RAM - 256 GB SSD - US</div>	<div>HP Smart Buy 255 G7 15.6" A6-9225 8GB RAM 256GB Windows 10 Pro</div>	<div>HP Smart Buy 255 G7 15.6" Ryzen 3 2200U 8GB RAM 256GB Windows 10 Pro</div>	<div>Lenovo ThinkPad E595 15.6" Ryzen 5 3500U 8GB RAM 256GB Windows 10 Pro</div>



# JNB Tek LLC

73 Main Street  
Maysville, NC 28555

**Date** 10/15/2019  
**Estimate #** 2198

## Name / Address

County of Jones  
Attn: Franky Howard  
418 Highway 58 North, Unit A  
Trenton, NC 28585

## P.O. #

## Terms

Net 30

## Due Date

11/14/2019

## Other

Item	Description	Qty
Lenovo Laptop	EDC/REC A9 processor 15.6" Screen 8GB DDR4 240GB SSD Windows 10 Professional Bluetooth/Wireless	1
Thanks for your consideration		
<b>Subtotal</b>		\$479.00
<b>Sales Tax (7.0%)</b>		\$33.53
<b>Total</b>		\$512.53

JNB Tek LLC

Phone # 910-375-5292

Fax # 910-375-1297

regina@jnbtek.com

www.jnbtek.com



**COUNTY OF JONES**  
**JONES COUNTY TAX OFFICE**  
P.O. BOX 87  
Trenton, NC 28585-0087

Hope Avery  
Tax Administrator/Assessor

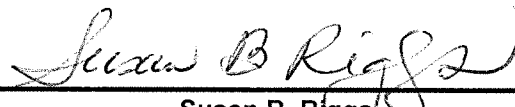
Susan Riggs  
Tax Collector

**October 14, 2019**

**Jones County Tax Collector:**

**For the Month of September:**

2019 Levy Collection by Tax Office:	\$ 262,026.49
2019 Levy Collection by NCVTS:	59,834.71
2010-2018 Levy Collection:	15,239.80
<b>Total Levy Collection:</b>	<b>\$ 337,101.00</b>


---

**Susan B. Riggs**  
Jones County Tax Collector

2019 Levy as of 09/30/2019: \$ 6,276,062.92

Collected on 2019 Levy as of 09/30/2019: 1,135,646.98

**Other Levy Reduction:**

Refunds:	-
Write-Offs:	1.11
<b>Total Levy Reduction:</b>	<b>\$ 1,135,648.09</b>

Percent (%) of Levy Reduced as of 09/30/2019: 18.09%

Percent (%) of Levy Reduced as of 09/30/2018: 17.75%